

LOG NUMBERS

BGT.

7 29/15 CEO 2005 4191, MAY 04 2015

EXECUTIVE/COUNCIL APPROVAL FORM**MANAGEMENT ROUTING:**

EXECUTIVE John Lovick
 EXEC. DIR. Lenda Crawford
 DEPT. DIRECTOR Steve Thomsen, P.E.
 DEPARTMENT Public Works
 DIV. MGR. Gregg Farris
 DIVISION Surface Water Mgmt
 ORIGINATOR Lori White
 DATE April 28, 2015 EXT. 3536

TO: COUNCIL CHAIRPERSON:**SNOHOMISH COUNTY COUNCIL****EXECUTIVE RECOMMENDATION:**

☒ Approve ☐ No Recommendation
☐ Further Processing
☐ Requested By

Lenda Crawford LENDA CRAWFORD 5/4/15
 Executive Office Signature Executive Director
 CEO Staff Review 5/4/15
 Received at Council Office PT 3:45pm 5/4/15

DOCUMENT TYPE:**BUDGET ACTION:**

☐ Emergency Appropriation
☐ Supplemental Appropriation
☐ Budget Transfer

CONTRACT:

☐ New
☐ Amendment

GRANT APPLICATION☒ **ORDINANCE**☐ Amendment to Ord. #☐ **PLAN**☐ **OTHER****DOCUMENT / AGENDA TITLE:**

Interlocal Agreement between Snohomish County and Stillaguamish Tribe of Indians for the Lower Stillaguamish Fish, Farm, and Flood Management Project

APPROVAL AUTHORITY:

EXECUTIVE _____ COUNCIL ☒
 CITE BASIS **RCW 39.34, SCC 3.04.140(8)**

HANDLING: NORMAL ☒ EXPEDITE _____ URGENT _____ DEADLINE DATE _____

PURPOSE:

Approval of Ordinance by County Council authorizing the County Executive to execute the Interlocal Agreement Between Snohomish County and the Stillaguamish Tribe of Indians for the Lower Stillaguamish Fish, Farm, and Flood Management Project.

BACKGROUND:

In July 2014 the Stillaguamish Tribe was awarded grant funds from the Washington State Department of Ecology to implement the Lower Stillaguamish Fish, Farm and Flood Management project. The Lower Stillaguamish Fish, Farm and Flood Management Project is a cooperative effort between several watershed partners aimed at increasing ecological function, protecting and enhancing farmland productivity, improving water quality and reducing impacts from flooding.

- The grant identifies six sub-projects along the Stillaguamish River.
- With Ordinance adoption, the County will be responsible for completing one of the six sub-projects identified as "Component C: Ellingsen Property – Dike Setback Feasibility Analysis."
- Through the proposed Interlocal Agreement, Snohomish County will receive \$250,000 from the Tribe to complete the Scope of Work associated with the project as detailed in Appendix A of the Interlocal Agreement.
- This project will be reimbursed 100% by the Stillaguamish Tribe with funds received from the Washington State Department of Ecology grant #G1400657.
- The Interlocal Agreement will remain in effect through June 30, 2017, at which point project activities are projected to be completed.
- This agreement is entered into under the regulatory authority of the Interlocal Cooperation Act, Chapter 39.34 RCW.

FISCAL IMPLICATIONS:

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
415 506 513 3 1011 Salaries and Benefits	\$7,000	\$15,000	\$25,000
415 506 513 3 4109 Professional Services on-call consultant	\$55,500	\$110,000	\$225,000
TOTAL	\$62,500	\$125,000	\$250,000

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS
415 306 111 3841 Shared Costs – Stillaguamish Tribes	\$62,500	\$125,000	\$250,000
TOTAL	\$62,500	\$125,000	\$250,000

DEPARTMENT FISCAL IMPACT NOTES:

Included in approved 2015 SWM Budget #WC113-11).

BUDGET REVIEW:

Analyst

Administrator

Recommend Approval

CONTRACT INFORMATION:

ORIGINAL	<u>X</u>	CONTRACT #	<u>N/A</u>	AMOUNT	<u>\$250,000</u>
AMENDMENT	<u> </u>	CONTRACT #	<u> </u>	AMOUNT	<u> </u>

CONTRACT PERIOD:

ORIGINAL	Start	<u>7/1/2013</u>	End	<u>6/30/2017</u>
AMENDMENT	Start	<u> </u>	End	<u> </u>

CONTRACT / PROJECT TITLE:**Interlocal Agreement between Snohomish County and Stillaguamish Tribe of Indians for the Lower Stillaguamish Fish, Farm, and Flood Management Project****CONTRACTOR NAME & ADDRESS (City/State only):**
Stillaguamish Tribe of Indians
Natural Resources Division
Arlington, WA
APPROVED:RISK MANAGEMENT Yes X No COMMENTS Boer 5/1/15PROSECUTING ATTY - AS TO FORM: Yes X No **OTHER DEPARTMENTAL REVIEW / COMMENTS:**

N/A

ELECTRONIC ATTACHMENTS: (List & include path & filename for each, e.g. G:\ECAF\deptname\docname_Motion)

G:\ECAF\Dept006_pwtswm\StilllyTribe_LowerStillyFFF_ILA.docx & .pdf

G:\ECAF\Dept006_pwtswm\StilllyTribe_LowerStillyFFF_ILA_ECAF.docx

G:\ECAF\Dept006_pwtswm\StilllyTribe_LowerStillyFFF_ILA_Ordinance.docx

ADDITIONAL ATTACHMENTS:

1. Original ILA (2)
2. Ordinance 15-
3. Department of Ecology Grant Agreement No. G1400657 (Reference Only)

FY1 ONLY 4.29.15
- HIED1

Ecology Grant Funds

Component C: Ellingsen Property Dike Setback Feasibility Analysis

Task	Description	Total Grant Amount	County	
			ILA Amount	Conservation District
C1	Coordination, Management, Administration	\$ 25,000	\$ 25,000	\$ -
C2	Alternative Dike Assessment & Configuration	\$ 180,000	\$ 155,000	\$ 25,000
C3	Comp Plan & Zoning Review	\$ 10,000	\$ 10,000	\$ -
C4	Geomorphic River Assessment	\$ 50,000	\$ 50,000	\$ -
C5	Flood Impact Review	\$ 10,000	\$ 10,000	\$ -
C6	Alternative Farming Operations	\$ 25,000	\$ -	\$ 25,000
C7	Final Report	\$ -	\$ -	\$ -
Total:		\$300,000	\$250,000	\$50,000

Snohomish County will get \$250K and the Conservation District will \$50k to complete the project.

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 15-___

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE TO SIGN
THE INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE
STILLAGUAMISH TRIBE OF INDIANS FOR THE LOWER STILLAGUAMISH FISH,
FARM AND FLOOD MANAGEMENT PROJECT

WHEREAS, the Stillaguamish Tribe of Indians (the "Tribe") has received funding
from the Washington State Department of Ecology in Ecology Grant Agreement
#G1400657 (the "Grant") to implement the Lower Stillaguamish Fish, Farm and Flood
Management Project; and

WHEREAS, the Grant identifies six sub-projects along the Stillaguamish River;
and

WHEREAS, the Tribe and the County agree, as watershed partners, that this
project is important to the Lower Stillaguamish River; and

WHEREAS, Snohomish County (the "County") has available staff and consultant
resources to act as the project manager for one sub-project identified as "Component C;
Ellingsen Property – Dike Setback Feasibility Analysis"; and

WHEREAS, the County and the Tribe have negotiated the terms of an interlocal
agreement, attached to this ordinance as Exhibit A, whereby the County will act as the
project manager for the sub-project of the Lower Stillaguamish Fish, Farm and Flood
Management project identified as "Component C; Ellingsen Property – Dike Setback
Feasibility Analysis"; and

WHEREAS, the interlocal agreement attached to this ordinance as Exhibit A is
authorized by the Interlocal Cooperation Act, chapter 39.34 RCW; and

WHEREAS, the County Council held a public hearing on _____, 2015,
to consider approving and authorizing the County Executive to sign the agreement
attached as Exhibit A to this ordinance on the County's behalf;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings
of fact and conclusions as if set forth in full herein.

Section 2. The County Council approves and authorizes the County Executive to
execute the Interlocal Agreement Between Snohomish County and the Stillaguamish

ORDINANCE NO. 15-___
APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE
TO SIGN THE INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE STILLAGUAMISH TRIBE OF INDIANS
FOR THE LOWER STILLAGUAMISH FISH, FARM AND FLOOD MANAGEMENT PROJECT - 1

1 Tribe of Indians for the Lower Stillaguamish Fish, Farm and Flood Management Project
2 in the form attached hereto as Exhibit A.

3
4
5 PASSED this ____ day of _____, 2015.

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7
8 ATTEST:

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

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10
11 _____
12 Clerk of the Council

Council Chair

13
14 () APPROVED

DATE: _____

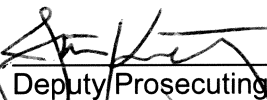
15
16 () EMERGENCY

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18 () VETOED

John Lovick
County Executive

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21 ATTEST: _____

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23 Approved as to form only:

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25  4/21/15
26 Deputy Prosecuting Attorney
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EXHIBIT A
to
ORDINANCE NO. 15-_____

**APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE TO SIGN
THE INTERLOCAL AGREEMENT BETWEEN THE STILLAGUAMISH TRIBE OF
INDIANS FOR THE LOWER STILLAGUAMISH FISH, FARM AND FLOOD
MANAGEMENT PROJECT**

[See Attached]

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE
STILLAGUAMISH TRIBE OF INDIANS FOR THE
LOWER STILLAGUAMISH FISH, FARM, AND FLOOD MANAGEMENT PROJECT**

July 1, 2013 through June 30, 2017

This Interlocal Agreement Between Snohomish County and the Stillaguamish Tribe of Indians for the Lower Stillaguamish Fish, Farm, and Flood Management project (this "Agreement"), is made and entered into on this _____ day of _____, 2015, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the Stillaguamish Tribe of Indians, a federally-recognized Indian Tribe (the "Tribe").

RECITALS

- A. The Tribe has been awarded grant funds from the Washington State Department of Ecology ("Ecology") in Ecology Grant Agreement #G1400657 ("the Grant") to implement the Lower Stillaguamish Fish, Farm and Flood Management Project;
- B. The Grant identifies six sub-projects along the Stillaguamish River that the grant funds will be used to implement;
- C. The Tribe and the County agree, as watershed partners, that this project is important to the Lower Stillaguamish River;
- D. The County has available staff and consultant resources to act as the project manager for one sub-project identified as "Component C: Ellingsen Property – Dike Setback Feasibility Analysis";
- E. RCW 39.34.080, authorizes public agencies, including the County and the Tribe, to enter into contracts to perform governmental services, activities, or undertakings; and
- F. Both the Tribe and the County are authorized by law to perform river management projects such as the Lower Stillaguamish Fish, Farm and Flood Management Project.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Tribe agree as follows:

1. PURPOSE OF AGREEMENT

The Tribe has received funding from Ecology to implement the Lower Stillaguamish Fish, Farm, and Flood Management Project which is a cooperative effort between several watershed partners, aimed at breaking down barriers and working to increase ecological function, protect and enhance farmland productivity, improve water quality, and reduce impacts from flooding along the Stillaguamish River. The purpose of this Agreement is for the Tribe to contract with the County for professional services as described in Appendix A (the "Scope of Work"), attached hereto and incorporated herein by this reference. The County will act as a project manager for the following

sub-project identified in the Lower Stillaguamish Fish, Farm and Flood Management Project: Component C: Ellingsen Property – Dike Setback Feasibility Analysis. The source of funds for this Agreement is the Grant.

2. DURATION OF AGREEMENT

- A. The term of this Agreement is retroactive to July 1, 2013, and runs through June 30, 2017, (the “Term”) unless terminated sooner as provided herein. The County’s obligations after December 31, 2015, are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter. In the event funding becomes unavailable for work to be performed pursuant to this Agreement, all work shall terminate in accordance with provisions of this Agreement upon the last day of funding.
- B. As provided by RCW 39.34.080, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the County Auditor or posted on the County’s Interlocal/Intergovernmental Agreements website. Notwithstanding the effective date of this Agreement, all activities described in Appendix A to this Agreement that are performed after July 1, 2013, shall be eligible for funding under this Agreement.

3. SCOPE OF WORK

- A. The County shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, attached hereto and incorporated herein.
- B. The County will not be required to perform work for the Tribe in excess of work specified in the Appendix A except by mutual agreement in a written amendment to this Agreement

4. PERFORMANCE

The County agrees to complete all work described in the Scope of Work, in a timely and professional manner. At any time that the County cannot fulfill its responsibilities under this Agreement, the County shall notify the Tribe thereof in writing, together with an explanation of why said responsibilities cannot be fulfilled.

6. ADMINISTRATION OF AGREEMENT

Each party to this Agreement shall designate an individual who may be designated by title or position to oversee and administer such party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

County’s Initial Administrator:
Owen Carter, County Engineers
Snohomish County Dept. of Public Works
3000 Rockefeller Ave, M/S 607
Everett, WA 98201

Tribe’s Initial Administrator:
Patrick Stevenson, Environmental Manager
Stillaguamish Tribe of Indians
P.O. Box 277
Arlington, WA 98223

7. MONITORING & REPORTING

The Tribe shall be responsible for monitoring the performance of the County's work under this Agreement. The County will provide quarterly reports to the Tribe using Ecology's Quarterly Progress Report form as required under Appendix A.

8. COMPENSATION

The total compensation due to the County under this Agreement shall in no event exceed two-hundred fifty thousand dollars (**\$250,000**). The Tribe shall have no obligation to pay any invoice from the County that would cause the total payments made to the County under this agreement to exceed \$250,000 as set forth in Appendix B, attached hereto and incorporated herein.

The Tribe shall have the right to withhold payment of all or any portion of a County invoice provided under Section 9 below if the Tribe has a reasonable good faith basis to believe that the work performed by the County is not consistent with the Scope of Work. In such an event the Tribe shall provide the County a written statement identifying and describing problems or deficiencies it perceives on or before the date such payment is due. Upon receipt of such notice the County shall have twenty (20) days to either correct the problem or object to the Tribe's determination. In the event the County objects the matter shall be submitted to a consulting engineer for review to determine whether work performed by the County is consistent with the Scope of Work, and if not, what remedial action is required to bring the work into compliance. The consulting engineer will be mutually agreed upon by both parties. The Tribe's right to withhold payment shall last until the work has been brought into compliance or the work is deemed consistent with the approved scope and task.

9. INVOICING AND PAYMENT

The County shall submit a quarterly invoice to the Tribe no later than the 15th of the month following the end of the quarter. The invoice shall accurately and completely document all labor costs, materials costs, equipment costs and other reimbursable costs, along with Ecology's forms B2, C2 and A19. The Tribe shall pay each quarterly invoice within thirty (30) days of receipt unless it objects under Section 8 of this Agreement.

10. AUDIT AND INSPECTION

The County and the Tribe shall maintain records pursuant to this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The County and Tribe's records shall be available for inspection and audit by one another, the State Auditor, federal auditors, and any persons duly authorized by the parties. The Tribe and County shall preserve and make such records available to said parties until expiration of six (6) years from the date of final payment under this Agreement.

11. ENTIRETY OF AGREEMENT

This Agreement constitutes the entire agreement between the County and the Tribe and supersedes all proposals, oral and written, and all other communication between the parties in relation to the subject matter of this Agreement. No other agreement exists between the County and the Tribe with regards to the instant subject matter except as expressly set forth in this

instrument. Except as otherwise provided herein, no modification of this Agreement shall be effective until reduced to writing and executed by both parties.

12. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be altered or amended by mutual agreement of both parties. Such alterations or amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

13. TERMINATION

Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

- A. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the Tribe may, terminate this Agreement by providing written notice to the County fifteen(15) days prior. The termination shall be effective on the date specified in the termination notice. The County shall continue to perform their obligations through the date of termination. The obligation of the Tribe to make final payment shall survive the termination of this Agreement.
- B. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

14. RIGHTS AND REMEDIES

- A. In no event shall any payment by the Tribe to the County constitute a waiver by the Tribe of any breach of covenant or any default that may exist on the part of the County. The making of any such payment by the Tribe while any such breach or default exists shall in no way impair or prejudice any of the Tribe's rights and remedies, hereby expressly recognized, to recover payments or portions thereof, to which the County was not entitled under this Agreement, where any payments were made by mistake, or to pursue any other remedy available to the Tribe with respect to breach or default of this Agreement.
- B. Performance pursuant to this Agreement may, where appropriate, be offered in satisfaction of an obligation, duty, or responsibility conveyed to the County or the Tribe where allowed by law. The Tribe, where legally authorized, may delegate any responsibility to the County where contemplated under an Appendix or included in the scope of work.

15. INSURANCE

The Tribe shall carry for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the

work hereunder by the Tribe, its agents, representatives, employees or subcontractors. Annual proof of insurance will be submitted to the County. Such insurance shall name the County as an additional insured and shall not be reduced or canceled without thirty days prior written notice to the County.

No Limitation. The Tribe's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Tribe to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

The Tribe shall obtain insurance of the types described below:

A. Minimum Scope and Limits of Insurance. The Tribe shall maintain coverage at least as broad as, and with limits no less than:

- (i) General Liability: \$ 1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$ 2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;
- (ii) Automobile Liability: \$ 1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;
- (iii) Workers' Compensation: Statutory requirements of the state of residency; and
- (iv) Employers' Liability or "Stop Gap" coverage: \$ 1,000,000.

B. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except Workers Compensation are to contain, or be endorsed to contain, the following provisions:

- (i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Tribe in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Agreement.**
- (ii) The Tribe's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Tribe's liability to the County and shall be the sole responsibility of the Tribe.
- (iv) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) calendar days' prior written notice, has been given to the County.

- (v) Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time any of the foregoing policies fail to meet minimum requirements, the Tribe shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

The Tribe may satisfy its insurance obligations by its participation in an approved Washington State Self-Insurance Risk Retention pool.

16. HOLD HARMLESS

The Tribe agrees to protect, defend and hold harmless the County, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the Tribe, its officials, employees and agents in performing this Agreement except for those arising out of the sole negligence of the County.

The County shall indemnify, defend and hold harmless the Tribe and its commissioners, officers, employees and agents from and against any and all liabilities, losses, claims, damages, costs, demands, fines, judgments, penalties, obligations and payments, together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses and reasonable costs and expenses of investigation) (collectively referred to as "Damages") incurred in connection with any of the foregoing, to the extent they result from, relate to or arise out of or in connection with: (i) any failure of the County, and its elected officials, officers, employees, agents, contractors and/or subcontractors to perform or observe any term, provision, covenant, agreement or condition hereunder to be performed or observed by or on behalf of the County; or (ii) any wrongful and/or negligent act and/or omission of the County and its elected officials, officers, employees, agents, contractors and/or subcontractors.

In no event shall the County be responsible for indemnifying the Tribe for damages caused by or resulting from the sole negligence of the Tribe, and its elected officials, officers, employees, agents, contractors and/or subcontractors.

17. LIMITED WAIVER OF SOVEREIGN IMMUNITY

The Tribe expressly reserves all of its inherent sovereign rights as a federally recognized Indian tribe, including sovereign immunity from suit in any state, federal or tribal court without the Tribe's consent. By entering into this Agreement, the Tribe hereby grants a limited waiver of sovereign immunity to the County only, subject to, and conditioned on the following:

A. This limited waiver of immunity shall not extend to interpretation of the Treaty of Point Elliot, 12 Stat. 927, or the rights reserved by the Tribe under that Treaty. This waiver of immunity shall not extend to, or be used for, or to, the benefit of any other person or entity of any kind or description whatsoever, including any successor or assign of the County.

B. To the extent that jurisdiction obtains, this limited waiver of immunity shall be deemed consent to jurisdiction only of the Snohomish County Superior Court.

C. The limited waiver of immunity in favor of the County shall commence and become effective as the effective date of this Agreement and shall remain in effect for three (3) years from the ending date or early termination of this Agreement. Notwithstanding any applicable statute of limitations or other law, upon expiration of the above three (3) year period, this limited waiver of immunity shall be deemed withdrawn without further action by the Tribe or notice to the County.

D. Except as authorized in Section F below, nothing contained in this Agreement shall be deemed consent to levy of any judgment, lien or attachment upon any assets, property or interest of the Tribe.

E. Nothing in this Agreement or any activity of the Tribe shall implicate or in any way involve the trust assets or credit of the Tribe or any of its members.

F. The Tribe hereby expressly waives sovereign immunity to suit only upon a claim of indemnification by the County pursuant to this Agreement. The limit for any claim of indemnification will be the insurance limit required by this Agreement. The parties agree that in discharging this indemnification obligation, where the required insurance is procured, the County shall look only to the proceeds of the insurance procured by the Tribe herein and the policy of insurance obtained by the Tribe shall prohibit the insurer from asserting a defense of sovereign immunity to a claim made under the policy. The Tribe agrees to assign over to the County, at its request, any and all of its rights against the insurer to effectuate a payment of its indemnification provision.

18. RELATIONSHIP TO EXISTING LAWS

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and regulations;
2. Any terms incorporated herein by reference including the "Administrative Requirements for recipients of Ecology Grants and Loans (Administrative Requirements for Recipients of Ecology Grants and Loans – Yellow Book);
3. Scope of Work; and
4. Any other provisions of the Agreement, including materials incorporated by reference.

This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit arising out of or relating to the performance, breach, or enforcement of this Agreement shall be commenced in Snohomish County Superior Court. The Tribe waives sovereign immunity as necessary to give effect to this section and the indemnification and hold harmless provisions above. This limited waiver of sovereign immunity is for the benefit of the Tribe and the County and shall not be enforceable by any third party nor by any assignee or delegate of the parties. The parties shall bear their own costs and attorney's fees in any action brought under this section

19. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the Agreement as determined by the County.

20. PUBLIC RECORDS ACT

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW.

21. THIRD PARTY BENEFICIARY

- A. The State of Washington is named as an express third-party beneficiary.
- B. The County shall ensure that in all subcontracts entered into by pursuant to this agreement, that the State of Washington is named as an express third-party beneficiary.

22. MISCELLANEOUS

- A. No obligation in this Agreement shall limit the Tribe in fulfilling its responsibilities otherwise defined by law.
- B. No obligation in this Agreement shall limit the County in fulfilling its responsibilities otherwise defined by law.

IN WITNESS WHEREOF, the County and the Tribe have executed this Agreement as of the date first above written.


THE COUNTY:

THE TRIBE:

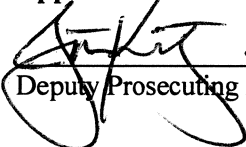
Snohomish County, a political subdivision of the State of Washington

Stillaguamish Tribe of Indians, a federally-recognized Indian Tribe

By _____
Name: _____
Title: _____

By  _____
Name: Shawn Yarity
Title: Chairman

Approved as to Form:

 1/21/15
Deputy Prosecuting Attorney

APPENDIX A SCOPE OF WORK

Lower Stillaguamish Fish, Farm, and Flood Management Project

Component C: Ellingsen Property – Dike Setback Feasibility Analysis

Description: The overall goal of this component is to complete a feasibility analysis for maximizing habitat benefits and net gain for agriculture by reviewing dike setback alternatives to an existing dike adjacent to the Ellingsen farm. The analysis would include a review of the current dike condition a proposal for three dike configuration alternatives, and a discussion of all three alternatives:

Although the current dike is functional and up to Stillaguamish Flood Control District standards, the owner, Jeff Ellingsen, wishes to investigate different options that will improve habitat in the river.

All three of the alternatives are intended for the improvement of river hydraulics and salmon habitat while also protecting the economic value of the farming operations currently present on the property. As part of the Sustainable Lands Strategy, the feasibility analysis must include information relevant to making a decision that allows for “net gain,” meaning that it is of benefit to fish and farms, along the Stillaguamish River Reach, which is the distance from the confluence of the North and South forks of the river to the mouth at Port Susan Bay.

Restoring tidal influence to the site would allow marsh plant communities to colonize the site, tidal channels to widen and deepen outside the parcel, and increase the quantity and quality of salmon rearing habitat in the lower Stillaguamish. This would help meet Chinook salmon goals for the Stillaguamish River as required under the Endangered Species Act.

Included in this scope is a review of the comprehensive plan and zoning code for consistency with the potential removal or setback of any current dike; dike configurations that account for various design options relative to increased salmon habitat; consideration of flood impacts relative to alternative dike designs, geotechnical and hydrological assessments of the river; and consideration of alternative farming operations on the property. The property owner, Jeff Ellingsen is a willing participant to the reviews and items included in this scope of work.

Location: 22827 Marine Drive,
Stanwood, WA 98292
Latitude, Longitude: 48.206660, -122.338407

Task C1: Project Coordination, Management, and Administration

Objective: The County will provide project coordination to ensure effective communication on this project with all interested parties including Ecology, all affected local, state, federal agencies, Tribal Nations, local land owners, and other applicable stakeholders. In addition, the County should consult with all other appropriate

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND
STILLAGUAMISH TRIBE OF INDIANS FOR THE LOWER STILLAGUAMISH
FISH, FARM, AND FLOOD MANAGEMENT PROJECT

pg. 9

entities that may have useful scientific, technical, or cultural information that will inform this project. Coordination issues include, but are not limited to, flood plain management, habitat and fish protection and restoration, public access and recreation, cultural and archaeological resources, etc.

The County shall act as a project manager on this sub-project. As a project manager, the County will: coordinate scheduling; assure quality control; complete the required task in a timely manner by meeting all required deadlines; apply for and acquire all required permits, licenses, easements, or property rights necessary for the sub-project; and if necessary, comply with any deed restrictions on acquisitions and conduct the competitive procurement process including preparation of grant bidding documents, advertisement; award of grants, and grant monitoring.

The County shall submit quarterly progress reports and invoices to the Tribe and maintain project records.

Deliverable: Progress reports
Due: Quarterly
Cost: \$25,000
Cost to Ecology: \$25,000

Task C2: Alternative Dike Assessment and Configuration

Objective: The County will conduct assessment and design work related to three proposed alternative dike placements at the property.

Subtasks:

- Each dike alternative considered should include design specifications for the proposed dike, including height, length, base width access and material specifications.
- Analysis should consider removal and reuse of materials upon construction of a new dike.
- Analysis should include timelines associated with necessary permits.
- Ongoing project management and coordination with the project team is required and is essential to meeting key scheduling milestones, and budget tracking for this task.

Deliverables:

- Final report will include three dike configurations amounting to approximately 30 percent design and will include each element of the sub tasks.
- Coordinate a design team made up of the Tribe, County, affected stakeholders, and design consultants, by June of 2014. This design team will guide the project and the remainder of the tasks detailed below.

Due Date: June 15, 2017
Cost: \$155,000
Cost to Ecology: \$155,000

Interim**Deliverables:**

- Quarterly reports summarizing design team efforts/discussions/decisions to move task C2 toward the final report.
- Provide any conceptual designs/design information prior to completion of the final report

Due Date:

Quarterly

Task C3: Comprehensive Plan and Zoning Review**Objective:**

The County will complete a review of the comprehensive plan and zoning code as it relates to the Ellingsen Property – Dike Setback Feasibility Analysis project. If needed, the County will propose recommended changes necessary for the construction of each alternative dike location.

Subtasks:

- A review of the current Snohomish County comprehensive plan and zoning for the property and adjacent property.
- If necessary, a description of comprehensive plan and zoning changes necessary to construct each dike alternative.

Deliverable:

A final report including an analysis of current zoning and comprehensive plan requirements for the property and adjacent property. If needed to implement the project, the final report will discuss recommendations for minor amendments to Future Land Use Map and zoning necessary to complete each of the dike alternatives.

Due Date:

June 15, 2017

Cost:

\$10,000

Cost to Ecology:

\$10,000

Interim**Deliverables:**

Quarterly reports summarizing efforts (i.e. documents reviewed and any decisions/discussions about consistency issues) made to carry Task C3 through to the final report.

Due Date:

Quarterly

Task C4: Geomorphic River Assessment**Objective:**

Update existing analysis of hydrologic, hydraulic, channel migration, avulsion potential and sediment transport conditions along the Stillaguamish River as it relates to the Ellingsen Property – Dike Setback Feasibility Analysis project.

Subtasks:

- Update and calibrate existing 2D modeling, including scour analysis.
- Update particle size distribution assessment and sediment transport analysis.

- Conduct necessary geomorphic field investigations that include data acquisition for hydraulic modeling and sediment budget, gravel deposition, channel migration and avulsion potential.
- Prepare report detailing geotechnical findings including saltwater intrusion and seepage. The report will include design recommendations related to the alternative dike locations.

Deliverables: Geotechnical report that includes above-mentioned subtasks.
Due Date: June 15, 2017
Cost: \$50,000
Cost to Ecology: \$50,000

Interim Deliverables: Quarterly reports summarizing development of the geotechnical report
Due Date: Quarterly

Task C5: Flood Impact Review

Objective: The County will determine flood impacts related to the alternative design options and then prepare a flood impact assessment.

Subtasks:

- Prepare flood impact assessment relative to 2-, 5-, 10- and 50-year flood events.
- Consider flood effects on adjacent landowners.

Deliverables: Flood impact report that includes above-mentioned subtasks
Due Date: June 15, 2017
Cost: \$10,000
Cost to Ecology: \$10,000

Interim Deliverables: Quarterly reports summarizing development of flood impact report
Due Date: Quarterly

Task C6: (Task C6 to be completed by an agency other than the County.)

Task C7: Final Report

Objective: The County will prepare a brief narrative final report detailing the completed project activities during the performance period of this agreement.

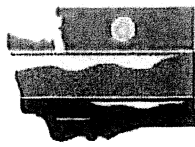
Deliverable: Final Report
Cost: \$0 (Costs are included above, under Tasks C1 through C7)
Cost to Ecology: \$0

Schedule: Component C: Ellingsen-Dike Setback

Task	2013												2014												2015											
	J	A	S	O	N	D		J	F	M	A	M	J	J	A	S	O	N	D		J	F	M	A	M	J	J	A	S	O	N	D				
C1	x	x	x	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x				
C2																																				
C3																																				
C4																																				
C5																																				
C7																																				
Task	2016												2017																							
	J	F	M	A	M	J	J	A	S	O	N	D		J	F	M	A	M	J																	
C1	x	x	x	x	x	x																														
C2	x	x	x	x	x	x																														
C3	x	x	x	x	x	x																														
C4	x	x	x	x	x	x																														
C5	x	x	x	x	x	x																														
C7	x	x	x	x	x	x																														

APPENDIX B BUDGET

Budget: Component C: Ellingsen Property Dike Setback Feasibility Analysis			
Task	Description	Amount	Total
	Ecology Funds		
C1	Coordination, Management, Administration	\$25,000	
C2	Alternative Dike Assessment and Configuration	\$155,000	
C3	Comp Plan and Zoning Review	\$10,000	
C4	Geomorphologic River Assessment	\$50,000	
C5	Flood Impact Review	\$10,000	
C7	Final Report	-	
Total Component C Cost			\$250,000



DEPARTMENT OF
ECOLOGY
State of Washington

ECOLOGY Grant Agreement No. G1400657

between the

State of Washington Department of Ecology and

STILLAGUAMISH TRIBE OF INDIANS

Title: Lower Stillaguamish Fish, Farm, and Flood Management Project

THIS is a binding agreement entered into by and between the state of Washington, Department of ECOLOGY, (PO Box 47600, Olympia, Washington, 98504-7600) hereinafter referred to as "ECOLOGY" and Stillaguamish Tribe of Indians, hereinafter referred to as the "RECIPIENT" to carry out the activities described herein.

RECIPIENT Name: Stillaguamish Tribe of Indians
Natural Resources Division
P.O. Box 277
Arlington, WA 98223

RECIPIENT Project Coordinator: Patrick Stevenson
Environmental Manager
Telephone Number: (360) 631-0946
e-mail address: pstevenson@stillaguamish.com

Fiscal Contact for RECIPIENT: Joan Knapp
Telephone Number: (360) 657-5106
e-mail address: jknapp@stillaguamish.com

Payee on Warrant: Stillaguamish Tribe of Indians
(address as above)

Project Officer for the Department: Jessica Hamill
SEA Program – Northwest Regional Office
3190 – 160th Avenue SE
Bellevue, WA 98008-5452
Telephone Number: (425) 649-7049
e-mail address: Jessica.Hamill@ecy.wa.gov

The source of funds provided by ECOLOGY are authorized by the 2013 Washington State Legislature, §3069 of the Capital Budget.

State Floodplain Restoration Proviso Funding: 100% UP TO a maximum: \$4,143,840

The start date of this agreement is July 1, 2013; the end date is June 30, 2015.

Agreement No. G1400657 between the
Washington State Department of ECOLOGY and the
Stillaguamish Tribe of Indians
Project Title: Lower Stillaguamish Fish, Farm, and Flood Management Project

Scope of Work

Project Title: Lower Stillaguamish Fish, Farm, and Flood Management Project

Description: The Lower Stillaguamish Fish, Farm, and Flood Management Project is a cooperative effort between several watershed partners, aimed at breaking down barriers and working collectively to achieve the following goals: increase ecological function, protect and enhance farmland productivity, improve water quality, and reduce impacts from flooding. Several of the sub-projects build off efforts carried out in the Sustainable Lands Strategy (SLS) process, convened by the Snohomish County Executive. The ultimate goal of the SLS is to provide a forum to discuss opportunities to implement projects that improve ecological function, reduce flood hazards, as well as preserve and enhance productive farmland.

Several potential projects, aimed at producing a net gain in ecological function, a net gain in agricultural productivity, and a reduction in flood damage as a result of retrofitting or reconstructing infrastructure, presented themselves as opportunities to accomplish the ultimate goal of the SLS. The project components include: Acquisition and restoration of two parcels for ecological function (zis a ba [approx. 83 acres] and Ellingsen [approx. 90-100 acres]); Irvine Slough project intended to restore effective floodwater drainage immediately south of Stanwood; maintenance and restoration of failing sections of the Drainage District 7 dike system; the construction of an anaerobic digester to treat animal waste products; and the treatment of a large deep-seated glacial landslide for the purpose of reducing fine sediment loads into the South Fork of the Stillaguamish River.

This grant agreement is comprised of the following six projects:

1. Irvine Slough Stormwater Separation Study
2. zis a ba Tidal Restoration: 60% Design and Permits
3. Ellingsen Property Dike Setback Feasibility Analysis
4. Gold Basin Landslide Habitat Restoration Project
5. Diking and Drainage Improvement District #7 Levee Rehabilitation
6. Stillaguamish Anaerobic Digester and Floodplain System Infrastructure

Location: Multiple locations within the Stillaguamish Watershed

Work Program: The RECIPIENT shall perform the following work tasks under all components:

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Component A: Irvine Slough Stormwater Separation Study

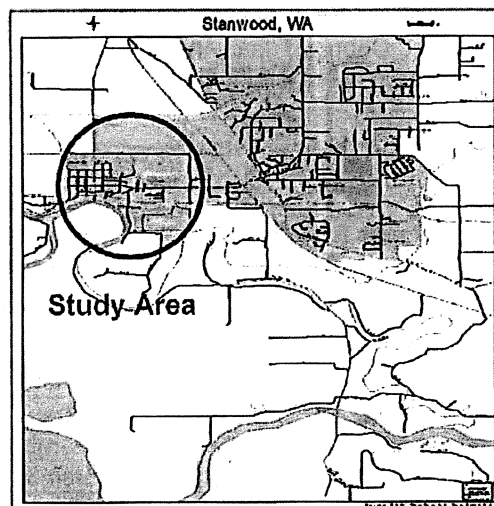
Description: Irvine Slough is a drainage ditch roughly parallel to the south edge of State Route (SR) 532, from the Burlington Northern Santa Fe (BNSF) railway to its confluence with the Old Stillaguamish River ("Old Stilly") west of Leque Road. It conveys stormwater from the City of Stanwood's historic downtown, north of SR 532, and into the Old Stilly by pumps. Since 1990, Irvine Slough has been protected from floodwaters by a dam with a 36 foot culvert at 92nd Ave NW, to restrict floodwater from entering the Slough. This was intended to allow the City's stormwater system to continue to function without interruption during floods.

The Old Stilly Flood Gate, installed in 2007, and seven 3 foot tide gates adjacent to it provide rapid post-crest drainage for farm fields, Marine Drive, the BNSF tracks, and avoid overtopping damage to the river levees. However, because of their position 2 miles upstream of the bay, these facilities do not, and were never projected, to lower the flood crest. Consequently, Irvine Slough continues to fill up with floodwater in major flood events.

The 2004 Stillaguamish River Comprehensive Flood Hazard Management Plan identifies "relocating" the City's stormwater pumps north of SR 532, in order to reopen Irvine Slough as a floodwater conveyance channel, as the hydraulically preferred alternative to reduce flooding potential from the Stillaguamish River.

The RECIPIENT¹, working through an interlocal agreement with the City of Stanwood, will work with stakeholders to develop alternatives and begin design on the preferred alternative to separate floodwaters from stormwater in Irvine Slough; deliver stormwater runoff from Stanwood to the Stillaguamish River and/or Port Susan Bay by means of a separate stormwater system; and restore Irvine Slough as a floodwater conveyance channel.

Location: The proposed Study Area is west of Pioneer Highway, south of Lovers Lane, east of Leque Island and north of Thomle Road.
Latitude: 48.24; Longitude: -122.36
Sections 19 & 24, Township 32N, Range 4E



¹ Note: The City of Stanwood, through an inter-agency agreement with the RECIPIENT, will carry out the tasks described within this scope of work.

Task A1: Project Coordination and Management

The focus of this task is to maintain communication with the City of Stanwood project manager, city staff, and key stakeholders (project team); manage the project budget and coordinate the timing of tasks within the project in conformance with the project schedule. Key stakeholders include Snohomish County Surface Water Management, RECIPIENT, Stillaguamish Flood Control District, Diking District 7, and Department of Fish and Wildlife. The RECIPIENT will perform the following subtasks:

- a. **Project Kickoff Meeting:** Conduct a project start-up meeting involving city staff and key stakeholders.
- b. **Project Schedule:** Finalize project schedule and updates to the schedule.
- c. **Ongoing Project Management and Coordination:** Perform ongoing project management and coordination with the city staff and key stakeholders. Management functions including coordinating labor, meeting key scheduling milestones, and maintaining budget.
- d. **Stakeholder Meetings:** Conduct meetings between consultant, the city and stakeholders. These meetings pertain only to management activities. Other meetings between the City, stakeholders, and consultant are described in the following subtasks.
- e. **Monthly Progress Reports:** Conduct invoice review and provision of monthly progress reports with budget summary.
- f. **Quality Assurance Review:** Quality assurance review conducted by a senior Consultant engineer not associated with this project to review the technical content of the product.
- g. **Maintenance of Project Records and Files:** This Task also covers expenses to administer the grant including contracting; contract monitoring; coordination between the RECIPIENT, sub-recipients, and other entities such as the Flood Control District, County, Tribes and others as needed, and coordination with FEMA and other parties; staff reviews; construction engineering management; etc.

Task Cost: \$30,000

Cost to Ecology: \$30,000

Deliverables: Quarterly Progress Reports

Due: Quarterly reports are due 30 days after the end of each quarter for each year the grant is in effect per the matrix that follows:

Progress Report	Reporting Period	Date Due
First Quarter (Year 1)	July 1 – September 30	October 30
Second Quarter	October 1 – December 31	January 30
Third Quarter	January 1 – March 31	April 30
Fourth Quarter	April 1 – June 30	July 30

Task A2: Stakeholder Meetings

This project is one of several studies underway in the Lower Stillaguamish River watershed. Key stakeholders include Snohomish County Surface Water Management, RECIPIENT, Stillaguamish Flood Control District, Diking District 7, and Department of Fish and Wildlife. The RECIPIENT plans to keep stakeholders informed of the scope and progress of the study as it develops. With this in mind, the project team will perform the following tasks:

- a. Attend up to four (4) stakeholder meetings as directed by the City of Stanwood;
- b. Attend up to three (3) committee or council meetings ;
- c. Prepare up to three (3) presentation graphics for use at public meetings, committee/council presentation, or newsletter.

Deliverables:

- Copies of Agendas/Meeting Minutes; and
- Up to three presentation graphics for public meetings and committee / council presentations.

Date due: Updates included with quarterly progress reports as meetings occur.

Task Cost: \$62,000

Cost to Ecology: \$62,000

Task A3: Data Compilation and Review

The RECIPIENT will compile existing information related to the surface water system to provide the City of Stanwood with a baseline representation of the current system and to provide the data for Capital Improvement Program (CIP) development.

The information to be collected and reviewed includes but is not limited to the following:

- Previously prepared drainage studies and related mapping;
- Soil Conservation Service Soil Survey;
- FEMA Flood Insurance Maps;
- Current Zoning and Comprehensive Plan maps;
- Available maps of sensitive areas (wetlands, floodplains, steep slopes);
- Existing GIS data sets developed by City;
- Drainage inventory;
- Topographic mapping;
- Applicable studies prepared by other governmental agencies; and
- Other data sources available to City.

Deliverables: Electronic copies of all documents collected and reviewed.

Date due: October 31, 2014

Cost: \$33,000

Cost to Ecology: \$33,000

Task A4: Stormwater Analyses / Capital Improvement Program (CIP)

After gathering information on the existing system and obtaining input from city staff and the project team, the RECIPIENT will analyze and model characteristics of the system, recommend alternatives to the City and project team to separate stormwater from floodwater in Irvine Slough that also meets regulatory requirements.

The RECIPIENT will conduct the following subtasks.

a. Stormwater Analyses and Alternatives Development:

1. Identify up to three (3) alternatives that will separate floodwater from stormwater in Irvine Slough.
2. Identify up to three (3) alternatives for opening a floodwater conveyance channel to accelerate floodwater drainage.
3. Perform stormwater modeling to identify individual projects under each alternative to separate floodwater from stormwater in Irvine Slough. Projects will focus on 10-, 25-, and 100-year storm events. Facility sizing will be performed using computer modeling.
4. Develop planning level project cost estimates and identify potential funding sources to support proposed capital projects. Project cost estimates shall include surveying, engineering, permitting, plans/specifications, construction and construction administration for a complete project in place.
5. Identify permits required for project implementation. Include existing activities that need permitting (i.e. outstanding regulatory/code compliance for this project or project site).
6. Prepare project summary sheets describing the proposed CIP projects under each alternative. Project summary sheets will include the following:
 - a. Problem Description
 - b. Project Description
 - c. Concept Sketch where appropriate
 - d. Photo sketch where appropriate
 - e. Detailed Project Cost Estimate
 - f. Technical specifications
 - g. Project timeline
 - h. Evaluation Summary

- Deliverables:**
- Hydraulic model(s) using Snohomish County Stillaguamish River models and forecasting and/or equivalent cost effective model;
 - Up to three alternatives for separating floodwater from stormwater in Irvine Slough;
 - Up to three alternatives for improving Irvine Slough as a flood conveyance channel;
 - CIP project summary sheets and planning level project cost estimates;

Agreement No. G1400657 between the
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Project Title: Lower Stillaguamish Fish, Farm, and Flood Management Project

Due: April 10, 2015
Task Cost: \$125,000
Cost to Ecology: \$125,000

b. Prioritize Projects: This task involves the following actions:

1. Prioritize and rank the identified improvement alternatives using an evaluation matrix approach with considerations such as cost, qualitative assessment of the environmental impact, permitting requirements, and/or identification as an essential facility.
2. Document evaluation matrix and criteria. Submit documentation to the City and project team for review and comment.
3. Attend one (1) meeting with members of the City and project team to present the results of the evaluation matrix. The evaluation matrix will be revised based on input from the City and project team. The City will select the preferred alternative for the Implementation Strategy with input from the project team (see next subtask).

Deliverables:

- A prioritized capital improvement program schedule and map of the preferred alternative selected by the City;
- Meeting summaries

Date Due: May 31, 2015
Task Cost: \$30,000
Cost to Ecology: \$30,000

c. Implementation Strategy: This task involves the following actions:

1. Using the preferred alternative, the consultant will prioritize the individual projects and prepare a capital improvement program schedule for the prioritized projects.
2. Submit the capital improvement program schedule for City review and comment.
3. Based on the capital improvement program schedule, prepare a graphical map identifying capital improvement projects and their timing.

Deliverables:

- Draft report for review and comments from the project team; and
- Final Report based on comments and suggestions provided by the project team.

Date Due: June 30, 2015
Task Cost: \$20,000
Cost to Ecology: \$20,000

Agreement No. G1400657 between the
Washington State Department of ECOLOGY and the
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Project Title: Lower Stillaguamish Fish, Farm, and Flood Management Project

Component A: Iving Slough Stormwater Separation Study - Budget			
Task	Description	Amount	Total
A1	Project Coordination and Mngt	\$ 30,000.00	
A2	Stakeholder Meetings	\$ 62,000.00	
A3	Data Compilation and Review	\$ 33,000.00	
A4	Stormwater Analyses / CIP		
A4.a	Analysis and Capital Improvement	\$ 125,000.00	
A4.b	Prioritize Projects	\$ 30,000.00	
A4.c	Implementation Strategy	\$ 20,000.00	
Total Component Cost			\$ 300,000.00

Schedule: Component A: Irvine Slough Stormwater Separation Study													
	2014							2015					
Irvine Slough Stormwater Separation Study	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Task A1:Consultant Selection & NTP													
Task A2: Project Coordination and Mgt.													
Task A3: Stakeholder Meetings													
Task A4: Data Compilation and Review													
Task A5: Stormwater Analysis and CIP													
5 (a): Analyses and Alternatives Dev.													
5 (b): Prioritize Projects													
5 (c): Implementation Strategy													

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Component B: zis a ba Tidal Restoration: 60% Design & Permits

Description: The zis a ba property (acquired by the RECIPIENT on 12/14/2012) is surrounded by the Old Stillaguamish channel and bordered by the confluence of West and South Pass, (T32N, R3E, Sect. 35). It is currently surrounded by a continuous dike, and is isolated from tidal influence. However, historic reconstructions of the Stillaguamish delta (B. Collins, UW unpublished data) indicate that these parcels were once tidal marsh. The project's location in the Stillaguamish delta/estuary provides for a rare estuarine restoration opportunity, one that is critically needed for outmigrating juvenile Chinook salmon.

This property was highly prioritized for estuary restoration and dike relocation in an analysis done by the Cascade Land Conservancy (CLC) and the Nature Conservancy (TNC) (CLC and TNC, 2006). The CLC and TNC analysis took into consideration elevation, historic habitats, current infrastructure, and land use in prioritizing the best opportunities for estuary restoration in the Stillaguamish Delta. These parcels are also called out in the 2005 Stillaguamish Chinook Recovery Plan as a priority location for estuary restoration. Data collected by the RECIPIENT indicates that Chinook and other salmonids use the habitats immediately outside the dikes (including Skagit and Snohomish stocks), and are likely to use any portion of the South Pass parcels returned to tidal influence (Griffith 2009).

This project would take the preferred alternative from the Estuary and Salmon Restoration Program (ESRP) funded feasibility study, and produce a 60 percent design and initial permit applications for stakeholder review. The RECIPIENT's goal for the site is to restore as much acreage as possible to tidal influence- ideally all 83 acres. Restoring tidal influence to the site would allow marsh plant communities to colonize the site, tidal channels to widen and deepen inside and outside the parcel, and increase the quantity and quality of salmonid rearing habitat in the lower Stillaguamish. The Feasibility study will take these restoration goals and balance them against stakeholder concerns regarding drainage, flooding, channel alignment, and infrastructure.

Location: End of Thomle Road, past Twin City Foods Field operations, near the town of Stanwood;

Latitude, Longitude: 48.236765083199096, -122.37263202667236

Task B1: Project Coordination, Management, and Meetings

Objective: The RECIPIENT will coordinate, throughout the grant period, with ECOLOGY and other Federal, state, local or tribal agencies or private landowners as necessary to ensure the objectives of this funding opportunity are met, permits have been obtained, reporting requirements are met, and that the project is on track and within budget. These activities will maintain the flow of information between consultants, affected stakeholders, and grant managers. This Task also covers expenses to administer the grant, including: managing the project budget; task timing; and tracking progress of the project schedule.

Subtasks:

- Conduct a design start-up meeting involving key stakeholders and tribal staff.
- Prepare project schedule and updates to schedule.
- Ongoing project management and coordination with the project team. Management functions including coordinating labor, meeting key scheduling milestones, and maintaining budget.

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Stillaguamish Tribe of Indians
Project Title: Lower Stillaguamish Fish, Farm, and Flood Management Project

- Meetings between Consultants and the RECIPIENT. These meetings pertain only to management activities. Other meetings between the City and RECIPIENT are described in the following subtasks.
- Invoice review
- Quality assurance review conducted by a senior Consultant engineer not associated with this project to review 60 percent design.
- Maintain project records and project files. This also covers expenses to administer the grant, including, but not limited to: contracting; contract monitoring; coordination between the RECIPIENT and other entities as needed, staff reviews; etc.

Deliverables:

- Quarterly Progress Reports² per Special Terms and Conditions of this agreement
- Summary of the coordinated design team meetings. Coordinated design team will be made up of the RECIPIENT, affected stakeholders, and design consultants, and will ideally be put in place by June of 2014. This design team will guide the project and the remainder of the tasks detailed below.
- Copy of the ESRP funded Feasibility Study

Due Date: Quarterly reports will be submitted within 30 days following the end of each quarter. Work will take place throughout the project period.

Cost: \$23,200

Cost to Ecology: \$23,200

Task B2: Survey (60 percent design)

Objective: The objective of this task is to complete survey work at the project site that will be necessary for 60 percent design.

SubTasks:

- Select surveyor using RECIPIENT or State procedures.
- Collect detailed topographic survey data from the site; establish benchmarks, stake as necessary for the engineer's 60 percent design needs.
- Facilitate meetings with stakeholders, tribal staff, consultants, and surveyor as needed to accomplish task objective.

Deliverables:

- Survey data, collected and processed according to ECOLOGY's data standards, for the entire 83 acre site that is suitable for 60 percent design. Survey will include dike, ditch, structure, culvert, and road locations.
- Copy of any map products and project documentation

Due Date: September 1, 2014

Cost: \$32,340

Cost to Ecology: \$32,340

² Quarterly Progress Reports must accompany each request for payment.

Task B3: Easement and Boundary Line Formalization

Objective: The RECIPIENT will prepare and record boundary line agreement and easements with Twin City Foods (TCF).

SubTasks:

- Meet with TCF to formalize parcel boundary line, parcel access and waste line transmission
- Select consultant, following RECIPIENT or state procedures, to prepare boundary line agreement documents.

Deliverables:

- Boundary line agreement with TCF
- Recorded easements for both access and waste line transmission with TCF.

Due Date: October 1, 2014

Cost: \$4,941

Cost to Ecology: \$4,941

Task B4: Geotechnical Design (60%)

Objective: The RECIPIENT will obtain geotechnical information from the site suitable for 60 percent design.

SubTasks:

- Select a qualified geotechnical consultant following RECIPIENT or state procedures. The RECIPIENT will solicit approximately three qualified firms to submit bids for the desired scope of geotechnical work. Upon receipt of bids, the RECIPIENT will review and award the contract to the firm that provides the best value to the project (experience and cost).
- Conduct geotechnical field investigations at site. The chosen contractor will investigate soils on the site, primarily in the locations of the training and setback levees. They will investigate whether the existing dike structural fill throughout the site can be reused, and what condition the subgrades are in the locations of the proposed dikes. In addition they will investigate the soils in the location of proposed tidal channel excavations.
- Prepare report detailing geotechnical findings. The report will include design recommendations to the design team for setback levees and tidal channel excavations.

Deliverables: Geotechnical report suitable for 60 percent design

Due Date: December 1, 2014

Cost: \$19,758

Cost to Ecology: \$19,758

Task B5: Civil Design (60%)

Objective: Develop plans and specs for the preferred alternative to a 60 percent design standard.

- SubTasks:**
- Select Civil Consultant following RECIPIENT or state procedures
 - Facilitate meetings with stakeholders, tribal staff, consultants, and surveyor as needed to accomplish task objective.
 - Prepare preliminary plan sheets for:
 - Cover Sheet;
 - General Notes; and
 - Preliminary erosion and sedimentation control.
 - Prepare preliminary plan view design layout.
 - Identify preliminary permitting requirements for the project.
 - Prepare preliminary construction cost estimates.
 - Prepare preliminary technical specifications.
 - Perform internal QA/QC review of documents prepared under this task.
 - Submit documents to the design team for review and comment. Provide updates to the documents based on design team comments.

- Deliverables:**
- Two Copies of Conceptual design plan sets
 - Preliminary technical specifications

Due Date: April 1, 2015

Cost: \$65,696

Cost to Ecology: \$65,696

Task B6: Preliminary Permit Application Preparation

Objective: The RECIPIENT will prepare preliminary permit applications for the selected alternative.

- SubTasks:**
- Identify applicable permits required.
 - Prepare initial permit applications for all applicable local, state, and federal permits.
 - Submit documents to the design team for review and comment. Provide updates to the documents based on design team comments.

Deliverables: Full package of preliminary permit applications.

Due: June 30, 2014

Cost: \$54,065

Cost to Ecology: \$ 54,065

Agreement No. G1400657 between the
Washington State Department of ECOLOGY and the
Stillaguamish Tribe of Indians
Project Title: Lower Stillaguamish Fish, Farm, and Flood Management Project

Task B7: Final Report

Objective: The RECIPIENT will prepare a brief narrative final report detailing the completed project activities during the performance period of this agreement.

Deliverables: Final Report

Due Date: 06/30/2015

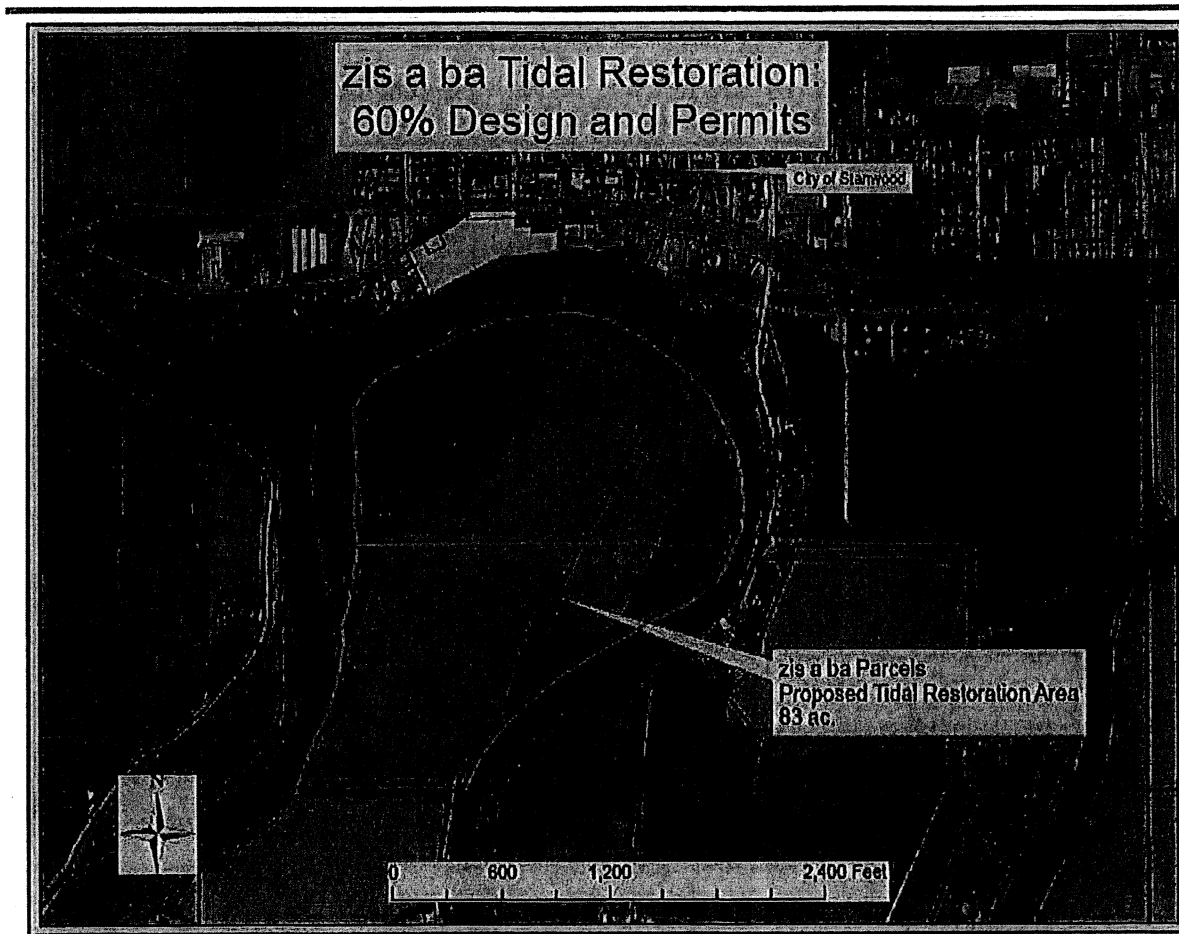
Cost: Costs are included above under Task 1 – Project Coordination. \$0

Cost to Ecology: \$ 0

Component B: zis a ba Tidal Resotration- Budget			
Task	Description	Amount	Total
	Ecology Funds		
B1	Project Coordination, Mngt & Meetings	\$ 23,200.00	
B2	Survey (60%)	\$ 32,340.00	
B3	Easement and Boundary Line Formalization	\$ 4,941.00	
B4	Geotechnical Design (60%)	\$ 19,758.00	
B5	Civil Design (60%)	\$ 65,696.00	
B6	Preliminary Permit Applications	\$ 54,065.00	
B7	Final Report	\$ -	
Total Component Cost			\$ 200,000.00
Total Cost to Ecology			\$ 200,000.00

Schedule: Component B: zis a ba Tidal Restoration: 60% Design and Permits																											
Task	2013							2014														2015					
	J	A	S	O	N	D		J	F	M	A	M	J	J	A	S	O	N	D		J	F	M	A	M	J	
B1	x	x	x	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x		x	x	x	x	x	x	
B2													x	x	x												
B3													x	x	x	x											
B4													x	x	x	x	x	x	x								
B5													x	x	x	x	x	x	x		x	x	x	x			
B6													x	x	x	x	x	x	x		x	x	x	x	x		
B7																								x	x	x	

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Component C: Ellingsen Property – Dike Setback Feasibility Analysis

Description: The overall goal of this component is to complete a feasibility analysis for maximizing habitat benefits and net gain for agriculture by reviewing dike setback alternatives to an existing dike adjacent to the Ellingsen farm. The analysis would include a review of the current dike condition and proposed dike configuration alternatives, as well as a discussion of all three alternatives:

Although the current dike is functional and up to Stillaguamish Flood Control District standards, the owner wishes to investigate different options that will improve habitat in the river.

All three of the alternatives are intended for the improvement of river hydraulics and salmon habitat while also protecting the economic value of the farming operations currently present on the property. As part of the Sustainable Lands Strategy, the feasibility analysis must include information relevant to making a decision that allows for "net gain," meaning that it is of benefit to fish and farms, along the Stillaguamish River Reach, which is the distance from the confluence of the North and South forks of the river to the mouth at Port Susan Bay. In the case of this scope, relevant information must also include options for "net gain" specific to the property as well as the reach.

Restoring tidal influence to the site would allow marsh plant communities to colonize the site, tidal channels to widen and deepen outside the parcel, and increase the quantity and quality of salmon rearing habitat in the lower Stillaguamish. This would help meet Chinook salmon goals for the Stillaguamish River as required under the Endangered Species Act.

Included in this scope is a review of the comprehensive plan and zoning code for consistency with the potential removal or setback of any current dike; dike configurations that account for various design options relative to increased salmon habitat; consideration of flood impacts relative to alternative dike designs, geotechnical and hydrological assessments of the river; and consideration of alternative farming operations on the property. The property owner is a willing participant to the reviews and items included in this scope of work.

Location: 22827 Marine Drive, Stanwood, WA 98292
Latitude, Longitude: 48.206660, -122.338407

Task C1: Project Coordination, Management, and Administration

Objective: The RECIPIENT will provide Project Coordination to ensure effective communication on this project with all interested parties including ECOLOGY, the County, all affected local, state, federal agencies, tribal nations, local land owners, and other applicable stakeholders. In addition, the RECIPIENT should consult with all other appropriate entities that may have useful scientific, technical, or cultural information that will augment this project. Coordination issues include, but are not limited to, flood plain management, habitat and fish protection and restoration, public access and recreation, cultural and archaeological resources, etc.

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The RECIPIENT is responsible for conducting Project Management activities to include project scheduling, assuring quality control, adherence to the scope of work, time lines, and due dates; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and as applicable compliance with deed restrictions on acquisitions as well as conducting the competitive procurement process including preparation of grant bidding documents, advertisement; award of grants and grant monitoring.

The RECIPIENT will provide Project Administration including submittal of quarterly progress reports and reimbursement requests with corresponding supporting documentation; maintenance of project records, submittal and compliance of deliverables on established due dates.

Deliverable: Progress Reports are
Due: Quarterly
Cost: \$25,000
Cost to Ecology: \$25,000

Task C2: Alternative Dike Assessment and Configuration

Objective: The RECIPIENT will conduct assessment and design work related to approximately three proposed alternative dike placements at the property.

SubTasks:

- Each dike alternative considered should include design specifications for the proposed dike, including height, length, base width access and material specifications.
- Analysis should consider removal and reuse of materials upon construction of a new dike.
- Analysis should include timelines associated with necessary permits.
- Ongoing project management and coordination with the project team is required and is essential to meeting key scheduling milestones, and budget tracking for this task.

Deliverables:

- Final report will include as many as three dike configurations amounting to approximately 30 percent design and will include each element of the sub tasks.
- Coordinated design team made up of the RECIPIENT, affected stakeholders, and design consultants, by June of 2014. This design team will guide the project and the remainder of the tasks detailed below.

Due Date: June 15, 2015

Cost: \$180,000

Cost to Ecology: \$180,000

Interim

Deliverables:

- Quarterly Report Summaries. Summarizing design team efforts/discussions/decisions to move task C2 toward the final report
- Provide any conceptual designs/design information prior to completion of the final report

Due Date: Quarterly

Task C3: Comprehensive Plan and Zoning Review

- Objective:** The RECIPIENT will complete a review of the comprehensive plan and zoning code. If needed, the RECIPIENT will propose recommended changes necessary for the construction of each alternative dike location.
- SubTasks:**
- A review of the current Snohomish County comprehensive plan and zoning for the property and adjacent property.
 - If necessary, a description of comprehensive plan and zoning changes necessary to construct each dike alternative.
- Deliverable:** Final report will include current zoning and comprehensive plan requirements for the property and adjacent property. If needed to implement the project, the final report will discuss recommendations for minor amendments to future Land Use Map and zoning necessary to complete each of the dike alternatives.
- Due Date:** June 15, 2015
- Cost:** \$10,000
- Cost to Ecology:** \$10,000
- Interim Deliverables:** Quarterly Report Summaries. Summarize efforts (i.e. documents reviewed and any decisions/discussions about consistency issues) to carry Task C3 through to the final report.
- Due Date:** Quarterly

Task C4: Geomorphic River Assessment

- Objective:** Update existing analysis of hydrologic, hydraulic, channel migration, avulsion potential and sediment transport conditions along the river.
- Subtasks:**
- Update and calibrate existing 2D modeling, including scour analysis;
 - Update particle size distribution assessment and sediment transport analysis;
 - Conduct necessary geomorphic field investigations that include data acquisition for hydraulic modeling and sediment budget, gravel deposition, channel migration and avulsion potential;
 - Prepare report detailing geotechnical findings including saltwater intrusion and seepage. The report will include design recommendations related to the alternative dike locations;
- Deliverables:** Geotechnical report that includes above-mentioned subtasks.
- Due Date:** June 15, 2015
- Cost:** \$50,000
- Cost to Ecology:** \$50,000
- Interim Deliverables:** Quarterly Report Summaries. Summarize progress toward the final Geotechnical report
- Due Date:** Quarterly

Task C5: Flood Impact Review

Objective: The RECIPIENT will determine flood impacts related to the alternative design options and then prepare a flood impact assessment.

SubTasks:

- Prepare flood impact assessment relative to a 2-, 5-, 10- and 50-year flood event.
- Consider effects on adjacent landowners.

Deliverables: Flood impact report that includes above-mentioned subtasks

Due Date: June 15, 2015

Cost: \$10,000

Cost to Ecology: \$10,000

Interim

Deliverables: Update in Quarterly Report: summarize progress towards final flood impact report

Due: Quarterly

Task C6: Alternative Farming Operations

Objective: The RECIPIENT will assess current and potential farming operations on the remaining property.

SubTasks:

- Identify whether current farming operations are economically viable and conducive to remaining land based on the alternative design options.
- Assess alternative farming options that would be economically viable and conducive to the remaining land based on the alternative design options. This assessment will include options for greenhouse farming and anaerobic digester operations

Deliverables: Report detailing current farming operations on the remaining property, any alternative farming operations assessed, and which operations will be pursued and/or continued.

Due: June 15, 2015

Cost: \$25,000

Cost to Ecology: \$25,000

Task C7: Final Report

The RECIPIENT will prepare a brief narrative final report detailing the completed project activities during the performance period of this agreement.

Deliverable: Final Report

Cost: \$0 (Costs are included above, under Task 1)

Cost to Ecology: \$ 0

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Budget: Component C: Ellingsen Property Dike Setback Feasibility Analysis			
Task	Description	Amount	Total
	Ecology Funds		
C1	Coordination, Management, Administration	\$ 25,000	
C2	Alternative Dike Assessment and Configuration	\$ 180,000	
C3	Comp Plan and Zoning Review	\$ 10,000	
C4	Geomorphic River Assessment	\$ 50,000	
C5	Flood Impact Review	\$ 10,000	
C6	Alternative Farming Operations	\$ 25,000	
C7	Final Report	\$ -	
	Subtotal	\$ 300,000	
	Total Component Cost		\$ 300,000

Schedule: Component C: Ellingsen-Dike Setback																										
Task	2013						2014												2015							
	J	A	S	O	N	D		J	F	M	A	M	J	J	A	S	O	N	D		J	F	M	A	M	J
C1	x	x	x	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x		x	x	x	x	x	x
C2													x	x	x	x	x	x	x		x	x	x	x	x	x
C3													x	x	x	x	x	x	x		x	x	x	x	x	x
C4													x	x	x	x	x	x	x		x	x	x	x	x	x
C5													x	x	x	x	x	x	x		x	x	x	x	x	x
C6													x	x	x	x	x	x	x		x	x	x	x	x	x
C7													x	x	x	x	x	x	x		x	x	x	x	x	x

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Component D: Gold Basin Landslide Habitat Restoration

Description: During 2011-2012, a suite of construction alternatives was developed to reduce fine sediment input to the South Fork Stillaguamish River from the Gold Basin Landslide. This glacial deposit has been characterized as the largest single source of sediment input to the South Fork Stillaguamish River for several decades (Williams et al. 1975) and impacts downstream habitat to the confluence with saltwater. More recent work has indicated that it continues to be a significant source of fine sediment, much of which is deposited in the primary Chinook salmon spawning reaches (Purser 2009).

The purpose of the Gold Basin Landslide Habitat Restoration Project is to improve salmonid habitat in the lower reaches of the South Fork Stillaguamish River by stabilizing the toe of the landslide in order to limit the amount of fine sediment delivery to the river. The project is a joint effort between the RECIPIENT and the U.S. Forest Service (USFS).

The preferred alternative treats two of the individual landslide lobes with large wood, creates an extensive log cribwall structure, and creates a series of sediment detention cells to treat the groundwater flowing out of the three landslide lobes. The project elements include the following:

- A live cribwall³
- Sediment detention basins
- Landslide outwash diversion components
 - Landslide foot grading
 - Diversion fencing
- Large woody debris structures
- Site planting/revegetation

The purpose of the following scope of work is to provide final engineering design, environmental documentation, materials acquisition, and project construction of a habitat restoration project on the South Fork Stillaguamish River. The final design effort under this scope of work will refine the conceptual design into 30 percent, 60 percent, and final design plans; 60 percent and final specifications; and a construction cost estimate. Review of 30 percent, 60 percent, and final products will be conducted in coordination with a technical advisory group (TAG) selected by the RECIPIENT and USFS. Construction bid package preparation and contractor solicitation will be provided under a future scope of services.

Location: Unincorporated Snohomish County
Latitude: 48.080123 Longitude: -121.733777
Sections: 13, 14 Township: 30N Range: 8E

Task D1: Project Coordination, Management, and Administration

Objective: The RECIPIENT will provide Project Coordination to ensure effective communication on this project with all interested parties including ECOLOGY, all affected local, state, federal agencies, tribal nations, local land owners, and other

³ Note: A live cribwall is a frame built with untreated timbers that is filled with soil and live cuttings.

applicable stakeholders. In addition, the RECIPIENT should consult with all other appropriate entities that may have useful scientific, technical, or cultural information that will augment this project. Coordination issues include, but are not limited to, flood plain management, habitat and fish protection and restoration, public access and recreation, cultural and archaeological resources, etc.

The RECIPIENT is responsible for conducting Project Management activities to include project scheduling, assuring quality control, adherence to the scope of work, time lines, and due dates; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and as applicable compliance with deed restrictions on acquisitions as well as conducting the competitive procurement process including preparation of grant bidding documents, advertisement; award of grants and grant monitoring.

The RECIPIENT will provide Project Administration including submittal of quarterly progress reports and reimbursement requests with corresponding supporting documentation; maintenance of project records, submittal and compliance of deliverables on established due dates.

Subtasks: Task D1 will include tracking project progress, quarter progress reporting, and administration of contracts for engineering design, permitting, materials acquisition, and construction. This task will also include submitting and tracking permits.

Deliverables: Updates in Quarterly Reports

Due: Quarterly

Cost: \$100,000

Cost to Ecology: \$100,000

Task D2: NEPA Compliance and Permitting Documentation

Objective: The RECIPIENT will provide National Environmental Policy Act (NEPA) documentation for the preferred alternative that is consistent with USFS guidance (Forest Service Handbook 1909.15). This documentation represents an appropriate level of analysis to evaluate potential impacts from the preferred alternative as compared to a no-action scenario. This task will include Biological Assessment (BA) and Cultural Resources Assessment (CRA), developed by the RECIPIENT, to support the USFS NEPA process. In addition, a Joint Aquatic Resources Permit Application (JARPA) will be developed for use in securing a Hydraulic Project Approval (HPA) and Nationwide 27 Permit from the U.S. Army Corps of Engineers (USACE).

Subtask: Permits: Permitting includes filling out appropriate forms, conducting necessary studies (BA, CRA, JARPA, National Environmental Policy Act [NEPA] review, etc.).

Permits required include the following:

Permit	From Agency	Applied	Issued	Expires
TBD	USACE	TBD	TBD	TBD
HPA	WDFW	TBD	TBD	TBD
Flood Hazard	Snohomish County	TBD	TBD	TBD

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Deliverables: NEPA documents, BA, CRA, JARPA, HPA, and Nationwide 27 Permit application
Copies of all required permits, to be submitted prior to the start of construction
Due: May 31, 2015
Cost: \$200,000
Cost to Ecology: \$200,000

Task D3: Engineering Design Services

Objective: The RECIPIENT will provide engineering design and support services for development of 30 percent, 60 percent, and final design plan sets with specifications (60% and final) and opinion of probable costs for the following project elements:

- A live crib
- Sediment detention basins
- Landslide outwash diversion components
 - Landslide foot grading
 - Diversion fencing
- Large woody debris structures
- Site planting/revegetation

A Basis of Design Report (60% and final) will be prepared that documents the design assumptions and supporting analysis (including the hydraulic modeling methods and results) for the following.

The Basis of Design Report shall include the following:

- Estimate rate of sediment input;
- monitoring;
- Confirmation that the crib wall can be built to withstand flood events; and
- Maintenance plan

In addition, a one-day site visit is included to support engineering design.

- Subtasks:**
- a. **30 percent design plans.**
The RECIPIENT will develop 30 percent design plans.
Deliverables: Copy of 30 percent design plans
Date Due: April 2014
Subtask Cost to Ecology: \$45,000
 - b. **60 percent design plans and draft Basis of Design Report.**
The RECIPIENT will develop 60 percent design plans and an associated Basis of Design Report.
Deliverables: Copy of 60 percent design plans and draft Basis of Design Report
Date Due: July 2014

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Subtask Cost to Ecology: \$45,000

c. Draft final design plans.

The RECIPIENT will prepare draft final design plans.

Deliverables: Copy of draft final design plans

Date Due: November 2014

Subtask Cost to Ecology: \$40,000

d. Final design plans and final Basis of Design Report

The RECIPIENT will finalize the design plans and the Basis of Design Report.

Deliverables:

- copy of final design plans
- final Basis of Design Report.
- One set of plans sealed (stamped) by an engineer licensed in the State of Washington.

Date Due: January 31, 2015

Subtask Cost to Ecology \$70,000

Task Cost: \$200,000

Total Cost to Ecology: \$200,000

Task D4: Materials Acquisition

Objective: The RECIPIENT will identify and acquire the necessary natural materials (large wood) needed to construct project elements listed in Task D3 above. Because of the scale of the project, it may take more than a year to acquire materials. Most materials acquired will be large wood, many with large intact root wads.

Deliverables: Digital photo documentation of representative wood selected for project elements included in the quarterly progress report. Photos to be labeled as to what the image represents.

Due: June 30, 2015

Cost: \$1,000,000

Cost to Ecology: \$1,000,000

Task D5: Construction-Phase One*

Objective: Prior to construction of Phase One, the RECIPIENT shall prepare a brief funding plan for the completion of project construction. ECOLOGY and the RECIPIENT must agree to the funding plan and implementation of Phase Two through a formal amendment, prior to project construction.

Phase One Construction: As part of this habitat restoration project, the RECIPIENT will construct a live cribwall.⁴

Deliverables

- Brief Summary report documenting the funding plan for project completion.
- One hard copy: A project memorandum signed by the Project Design Engineer declaring that Phase One of the project was constructed and

⁴ Note: A live cribwall is a frame built with untreated timbers that is filled with soil and live cuttings

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completed in accordance with the construction plans and specifications as well as generally accepted engineering/construction practice.

- As built drawings construction plans, signed and sealed by a professional engineer licensed in the State of Washington;
- One set: Digital photographic documentation of the project before, during, and after construction of phase one to effectively illustrate important phases of construction and project progress. Each image will be labeled with the date, location and features represented. Updates in progress reports due quarterly.

Due: Future Funding Plan due prior to the start of construction: June 30, 2015
Project Summary, Digital photos, and project memorandum: June 30, 2015

Cost: \$1,143,840
Cost to Ecology: \$1,143,840

* **Note:** It is anticipated that Phase Two Construction will be implemented by a formal amendment to this agreement with the addition of RECIPIENT funding to support the following construction elements:

- Sediment detention basins;
- Landslide outwash diversion components:
 - Landslide foot grading
 - Diversion fencing
- Large woody debris structures; and
- Site planting/re-vegetation

Task D6: Final Report

The RECIPIENT will prepare a brief narrative final report detailing the completed project activities during the performance period of this agreement.

Task Cost: \$0 (Costs are included under Task D1)
Cost to Ecology: \$0 (Costs are included under Task D1)
Deliverables: Final Report
Due: June 2015

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Budget: Component D: Gold Basin Landslide Habitat Restoration			
Task	Description	Ecology	Total
D1	Project Coordination / Administration	\$ 100,000	
D2	NEPA Compliance / Permitting Docs	\$ 200,000	
D3	Engineering Design	\$ 200,000	
D4	Material Acquisition	\$ 1,000,000	
D5	Construction Phase 1 - Ecology	\$ 1,143,840	
D6	Final Report	\$ -	
Costs are inclusive of all taxes			
Total Component D Cost			\$ 2,643,840

Schedule: Component D: Gold Basin Landslide Habitat Restoration Project																										
Task	2013							2014														2015				
	J	A	S	O	N	D		J	F	M	A	M	J	J	A	S	O	N	D		J	F	M	A	M	J
D1	x	x	x	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x		x	x	x	x	x	x
D2	x	x	x	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x		x	x	x	x	x	
D3	x	x	x	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x		x					
D4													x	x	x	x	x	x	x		x	x	x	x	x	x
D5																										x
D6																										x

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**Component E: Diking and Drainage Improvement
District #7 Levee Rehabilitation Project**

Description: Diking and Drainage Improvement District #7 (District) is situated in the Skagit Bay floodplain, north of SR532 and the City of Stanwood, in the northwest portion of Snohomish County. The District encompasses approximately 971 acres within the 2,585 acre floodplain that are mostly used for agriculture. Of the District's 971 acres, 123 acres are within the City of Stanwood.

The western boundary of the District is a sea dike approximately two miles long that protects the District from high tides and flood waters from the Skagit River. The southern end of the sea dike ties into the SR532 bridge approach; the north end ties into a private sea dike that connects to Tom Moore Slough Levee that extends up into Skagit County.

The sea dike's condition has deteriorated over the past few years due to insufficient maintenance funding generated through the District's assessments. Presently, the sea dike varies in elevation by 4.5 feet over its length and at the north end is only wide enough to walk on. The sea dike also provides for floodplain drainage through three sets of culverts and tide gates. This drainage is vital to the farming community. One set of culverts that had failed was recently replaced with financial assistance from Snohomish County. Another culvert is in need of immediate repair as it has lost its anchoring and has floated upward reducing drainage to over 200 acres and jeopardizing spring planting season. This project will provide for immediate base-line repairs to the District's drainage system to lower water levels behind the sea dike and to the District's sea dike where it is the narrowest. The District will construct access ramps to the sea dike to enable it to more efficiently access the sea dike for routine maintenance while design and permitting continue for the full rehabilitation of the sea dike. This project will also conduct a Cultural Resources Study, conduct a Geotechnical Study, pay for permit submittal fees and provide sealed / stamped 90 percent and 100 percent engineered plans and construction specifications to rehabilitate the sea dike.

The purpose of this project is to provide on-going flood protection to highly productive agricultural lands and the City of Stanwood.

The RECIPIENT is responsible for the following tasks, which comprise the scope of work, and their completion.

This agreement will cover the following tasks:

- Provide design and engineering for sea dike rehabilitation to meet Corps of Engineers PL 84-99 Program eligibility.
- Conduct a Cultural Resources Study of project area.
- Conduct a geotechnical study to determine subsurface characteristics and develop recommendations for construction.
- Conduct a topographic survey of the project area.
- Create base map for design drawings
- Produce permit drawings
- Produce 90 percent design plans
- Produce 100 percent design plans
- Permit fees
- Provide for on-going vegetation management prior to rehabilitation
- Construction of access ramps for maintenance and construction
- Repair of damaged culvert

TASK E1: Project Coordination, Management, and Administration

1. The RECIPIENT will provide Project Coordination to ensure effective communication on this project with all interested parties including ECOLOGY, all affected local, state, federal agencies, tribal nations, local land owners, and other applicable stakeholders. In addition, the RECIPIENT should consult with all other appropriate entities that may have useful scientific, technical, or cultural information that will augment this project. Coordination issues include, but are not limited to, flood plain management, habitat and fish protection and restoration, public access and recreation, cultural and archaeological resources, etc.
2. The RECIPIENT is responsible for conducting Project Management activities to include project scheduling, assuring quality control, adherence to the scope of work, time lines, and due dates; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and as applicable compliance with deed restrictions on acquisitions as well as conducting the competitive procurement process including preparation of grant bidding documents, advertisement; award of grants and grant monitoring.
3. The RECIPIENT will provide Project Administration including submittal of quarterly progress reports and reimbursement requests with corresponding supporting documentation; maintenance of project records, submittal and compliance of deliverables on established due dates.

Note: Quarterly reports are due 30 days after the end of each quarter for each year the grant is in effect per the matrix that follows:

Progress Report	Reporting Period	Date Due
First Quarter (Year 1)	July 1 – September 30	October 30
Second Quarter	October 1 – December 31	January 30
Third Quarter	January 1 – March 31	April 30
Fourth Quarter	April 1 – June 30	July 30

Deliverables: • Quarterly invoices
 • Quarterly progress reports.

Task Cost: \$15,000

Cost to Ecology: \$15,000

TASK E2: Cultural Resources Study

Objective: The RECIPIENT will survey the area for cultural and historical significance. The results of this study will be used to inform the final levee rehabilitation design. The RECIPIENT shall retain contracted cultural resource services in accordance with established State or Tribal procurement procedures.

Deliverables: • Summary report of findings from study.
 • Document consultant selection process.

Due Date: September 2014

Task Cost: \$20,000

Cost to Ecology: \$20,000

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TASK E3: Geotechnical Study of Project Area

Objective: The RECIPIENT will explore subsurface characteristics of the project area through contracted geotechnical services retained in accordance with established State or Tribal procurement procedures.

SubTask The RECIPIENT will develop a Geotechnical Report with Design Recommendations for levee rehabilitation.

Deliverables:

- Document contractor selection process;
- Draft Geotechnical Report for review and comment
- Final Geotechnical Report, sealed (stamped) by an engineer or engineering geologist licensed in the State of Washington, in electronic format.

Due Date: November 2014

Task Cost: \$55,000

Cost to Ecology: \$55,000

TASK E4: Topographic Survey

Objective: The RECIPIENT will survey approximately two miles of sea dike in order to create a base map to be used during project design. The RECIPIENT shall retain contracted topographic services in accordance with established State or Tribal procurement procedures.

Deliverable: Native point files of survey data taken by a Professional Land Surveyor licensed in the State of Washington.

Due Date: August 2014

SubTask: Create Base Map

The RECIPIENT will utilize the topographic survey data to create a base map that will meet current Snohomish County CADD standards (native AutoCAD Civil 3D 2012 format).

Deliverable: Native AutoCAD Civil 3D 2012 base map files.

Due Date: September 2014

Task Cost: \$16,000

Cost to Ecology: \$16,000

TASK E5: 90 percent Design Plans

Objective: The RECIPIENT will develop 90 percent design plans* that will meet the U.S. Army Corps of Engineers PL 84-99 Program eligibility criteria, using the topographic survey data, the findings of the geotechnical and cultural resource studies, and the base map. All design plans will be submitted to Snohomish County and ECOLOGY for review.

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Deliverable: Draft Preliminary plans meeting current Snohomish County CADD Standards, (in electronic PDF format and native AutoCAD Civil 3D 2012 format) showing summary of quantities, location, elevation, typical sections, erosion and sediment control and access. One set of plans sealed (stamped) by an engineer licensed in the State of Washington.

Due Date: November 30, 2014

SubTask: The RECIPIENT will prepare plans meeting current regulatory agency permit submittal standards in electronic PDF format and native AutoCAD Civil 3D 2012 format showing summary of quantities, location, elevation, typical sections, erosion and sediment control and access.

Deliverable: Permit Plan Drawings for permit submittals

Date Due: December 31, 2014

Task Cost: \$35,000

Cost to Ecology: \$35,000

***Note:** Bid documents and contract specifications are not included in this task.

TASK E6: 100 percent Design Plans

Objective: The RECIPIENT will develop 100 percent design plans to be used in permit applications. The plans will provide a summary of quantities, location, elevation, typical sections, erosion and sediment control and access.

Deliverable: One set of hard copy plans sealed (stamped) by an engineer licensed in the State of Washington, electronic copies meeting current Snohomish County CADD Standards (in electronic PDF format and native AutoCAD Civil 3D 2012 format).

Due Date: February 28, 2015

Task Cost: \$15,000

Cost to Ecology: \$15,000

TASK E7: Permit Application Filing Fees

Objective: The RECIPIENT will submit permit applications and associated filing fees in order to secure the necessary permits required for project construction.

Deliverable: Provide copies of all permits/permit packages and permit applications.

Due Date: December 2014

Task Cost: \$12,000

Cost to Ecology: \$12,000

TASK E8: Sea Dike Vegetation Management

Objective: The RECIPIENT will provide for interim vegetation management along sea dike prior to construction to prevent growth of unwanted vegetation that would increase construction costs in the future. Vegetation management will occur May 2014 through June 2015.

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Deliverable: Provide photo documentation and receipts for yearly spraying of approved herbicide and brush cutting on sea dike. Provide copies of all permits and/or permit waivers. To be submitted with quarterly progress reports as vegetation management occurs.

Due Date: Submitted quarterly as vegetation management occurs.

Task Cost: \$2,000

Cost to Ecology: \$2,000

TASK E9: Culvert Repair

Objective: The RECIPIENT will repair falling culvert at Unnamed Slough (Station 75+00) to restore floodplain drainage to agricultural lands and maintain productivity.

Deliverable: Provide photo documentation of culvert repairs and copies of all material receipts, permits and/or permit waivers.

Due Date: July 2014

Task Cost: \$15,000

Cost to Ecology: \$15,000

TASK E10: Minor Repairs to Existing Sea Dike

Objective: The RECIPIENT will implement needed repairs to specific locations along sea dike (Stations 0+00 to 5+00) that are in dire need of additional material to prevent catastrophic failure prior to rehabilitation in 2015.

Deliverable: Provide photo documentation of fill placement and material receipts for interim repair to sections of existing sea dike that are very narrow. This will improve stability until full sea dike reconstruction. Provide copies of all permits and/or permit waivers.

Due Date: August 2014

Task Cost: \$5,000

Cost to Ecology: \$5,000

TASK E11: Construct Access Ramp

Objective: The RECIPIENT will construct new or reconstruct existing, access ramps to enable mechanical access for vegetation spraying and routine maintenance as well as for construction access during sea dike rehabilitation.

Deliverable:

- Provide photo documentation of fill placement and material receipts for construction of two to four access ramps along the sea dike to facilitate current maintenance and future rehabilitation; and
- Provide copies of all material receipts, permits, and/or permit waivers

Due Date: September 2014

Task Cost: \$10,000

Cost to Ecology: \$10,000

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TASK E12: Final Report

Objective: The RECIPIENT will prepare a brief narrative final report detailing the completed project activities during the performance period of this agreement.

Deliverable: Final Report

Due Date: June 2015

Task Cost: \$0 (Costs are included in Task E1)

Cost to Ecology: \$0 (Costs are included in Task E1)

Budget: Component E: DD #7 Levee Rehabilitation Project			
Task	Description	Amount	Total
	Ecology Funds		
E1	Project Coord, Management, Administration	\$15,000	
E2	Cultural Resources Study	\$20,000	
E3	Geotechnical Study of Project Area	\$55,000	
E4	Topographic Survey	\$16,000	
E5	90% Design Plans	\$35,000	
E6	100% Design Plans	\$15,000	
E7	Permit Application Filing Fees	\$12,000	
E8	Sea Dike Vegetation Management	\$2,000	
E9	Culvert Repair	\$15,000	
E10	Minor Repairs to Existing Sea Dike	\$5,000	
E11	Construct Access Ramp	\$10,000	
Total Component E Cost			\$200,000

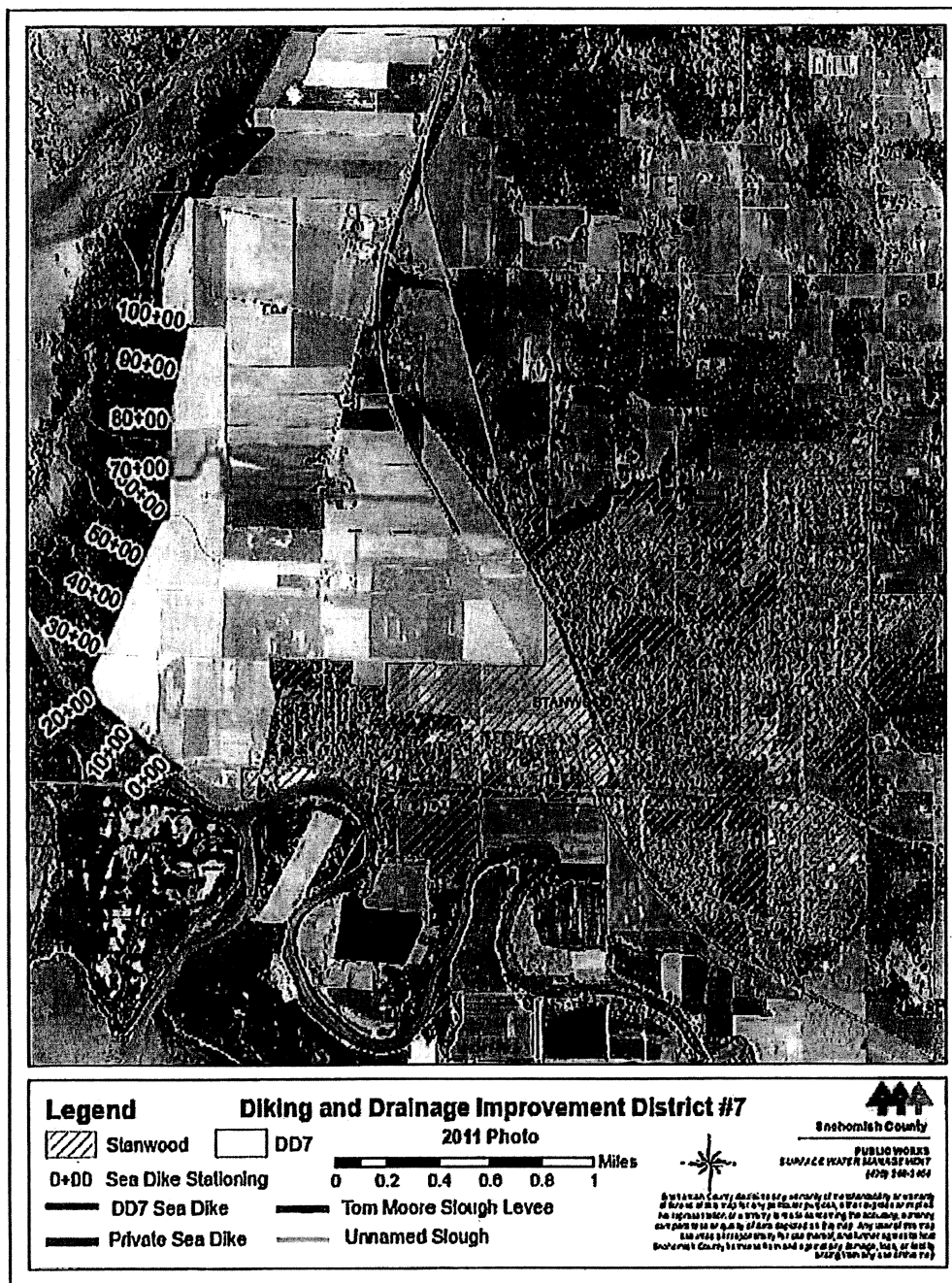
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Schedule: Component E: DD #7 Levee Rehabilitation Project																												
Task	2013							2014																2015				
	J	A	S	O	N	D		J	F	M	A	M	J	J	A	S	O	N	D		J	F	M	A	M	J		
E1	x	x	x	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x		x	x	x	x	x	x		
E2													x	x	x	x												
E3													x	x	x	x	x	x										
E4													x	x	x	x												
E5													x	x	x	x	x	x	x									
E6													x	x	x	x	x	x	x		x	x						
E7															x	x	x	x	x									
E8								x	x	x	x	x	x	x	x	x	x	x	x		x	x	x	x				
E9												x	x	x														
E10												x	x	x	x													
E11												x	x	x	x	x												
E12																										x		

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Component F: Stillaguamish Anaerobic Digester and Floodplain System Infrastructure

Description: Anaerobic Digesters create an environment that develops and captures methane from manure and other organic waste products, and converts that gas into a fuel which can be used to generate electricity, heat, or can be used for nutrient recovery. In addition to providing a renewable energy source, Digesters can reduce greenhouse gas emissions by capturing the off-gasses associated with animal waste and other decomposing organic waste.

In April of 2013, The RECIPIENT completed *The Stillaguamish Digester Feasibility Study*, which intended to provide sufficient technical and economic information to participating farms and partners to assist in the determination of whether a successful Digester in the Stillaguamish watershed could be achieved. The Feasibility Study examined parameters such as the number of dairy farms needed to support the nutrient loads required to operate the Digester, potential Digester locations, nutrient recovery possibilities, and the viability of chicken manure as a Digester input.

The feasibility study identified the preferred alternative to have a no poultry waste stream, and to produce Renewable Natural Gas (RNG) sold to a third-party fueling station. This option was determined to be the most economically feasible option. However, this option does not currently work due to the following:

- Local RNG market is underdeveloped
 - There is not a third party fueling station available
 - Currently, there is not a market to supply a trucking fleet for transporting the renewable natural gas produced
- Does not fully address all of the needs of the stakeholders
 - Does not provide a mechanism for the utilization of chicken manure
 - Limits the amount of organic waste the Digester can utilize from the region
- This option does not include a complete proposal outlining the estimated potential for tippings/dumping credits earned, nor the potential funding sources available to support capital needs for the Digester and other items
- Does not include any alternatives for the utilization of excess nutrients, which would be an issue if other substrates such as chicken manure were used in the Digester
 - Need to evaluate the possibility of contracting additional acres to balance additional nutrients
 - Evaluate options for value-added products that could export extra nutrients

The goal of the project is to design and implement an Anaerobic Digester system in the Stillaguamish watershed. This scope of work focuses on identifying and determining the best project scenario (including the preferred site for the digester location) to select, design, and implement an Anaerobic Digester system with supporting infrastructure.

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This project has several critical stakeholders with different needs. As such, the RECIPIENT⁵ will focus a portion of the project on the creation of an advisory board for the purpose of selecting a system that is best suited for the inputs available. The 2013 Stillaguamish Digester Feasibility Study will be the basis for further evaluation.

Task F1: Project Coordination, Management, and Administration

1. The RECIPIENT will provide Project Coordination to ensure effective communication with all interested parties including ECOLOGY, all affected local, state, and federal agencies, tribal nations, local land owners, and other applicable stakeholders. In addition, the RECIPIENT/Project Team should consult with all other appropriate entities that may have useful scientific, technical, or cultural information that will augment this project. Coordination issues include, but are not limited to: flood plain management, habitat and fish protection and restoration, public access and recreation, and cultural and archaeological resources.
2. The RECIPIENT is responsible for conducting Project Management activities to include project scheduling, assuring quality control, adherence to the scope of work, time lines, and due dates; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; compliance with deed restrictions on acquisitions when applicable; conducting the competitive procurement process including the preparation of grant bidding documents and advertisement; and awarding grants and conducting grant monitoring.
3. The RECIPIENT will provide Project Administration to include the submittal of quarterly progress reports and reimbursement requests with corresponding supporting documentation, and the maintenance of project records, such as submittal and compliance of deliverables records on the established due dates.

- Subtasks:**
- Invoice review and provision of monthly progress reports with budget summary.
 - Maintain project records and project files.
 - Administer grant financial correspondence.
 - Preparation of the scope of work and budget for the project

Deliverables: Quarterly Progress reports and invoicing
Due Date: Quarterly, per the matrix in Component A, Task A1
Cost: \$75,000
Cost to Ecology: \$75,000

⁵ Note: The Snohomish Conservation District, through an inter-agency agreement with the RECIPIENT, will carry out the tasks described within this scope of work.

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Task F2: AgSTAR 2014 National Workshop

The RECIPIENT 's Project Manager and the project's technical expert will attend a four day workshop (from April 7th through April 10th 2014) focusing on aspects related to anaerobic digester projects and how to successfully implement projects of that nature. The objective of this task is to learn about the current biogas related issues, and new technologies and processes in the industry. This knowledge will help guide decisions on the next steps for the new digester. The budget for this task will include the conference registration fee, as well as all travel, meals, and lodging expenses (at current State travel rates) incurred during the conference. The schedule for the workshop is outlined below:

Date	Course/Track	Description	Attendee
Monday, April 7 th	Navigating the Biogas Maze: Learning from the leaders	This one-day event will focus on biogas recovery from livestock waste mgmt operations.	Project Manager (PM) & Project Technical Expert (PTE)
Tuesday, April 8 th	AD Facility Financing Food/Beverage Industry AD Eye on Federal Policies and Programs Building AD Composting Infrastructure Lobbying Boot CampAD & Composting Trends and Perspectives	-How to Finance AD -Food/Beverage AD Options -Where to Look for Future Assistance -Where to Compost and the Requirements -How to Influence and Gain Support for AD Industry Trends and Perspectives	PM PTE PM PTE PM PTE Both
Wednesday, April 9 th	Farm Digestion and Co-Digestion Tracking Trends in Ad Industry Biogas Market Developments AD Management Biogas Utilization Options	-How to Incorporate Co-Digestion System -What Is Trending in AD -Power & Vehicle Fuels -Options for Managing Digesters -Biogas and the Options for It	Both PTE PM PTE Both
Thursday, April 10 th	All Day Site Tours	Tours for Biogas Industry Options	Both

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Deliverables: Summary reports for each course/track. The summaries will be a brief explanation of the information gained from each course/track and how it will benefit the project.

Due Date: October 2014

Cost: \$6,500

Cost to Ecology: \$6,500

Task F3: Advisory Board Creation

Objective: The objective of this task is to create an advisory board, in an effort to convene regular meetings of the large group of stakeholders. The advisory board is essential in order to garner agreement about the preferred alternative for design and implementation of the Digester system. The Advisory Board shall be established in accordance with Federal or State requirements.

Deliverables:

- Summary Report-describing the roles and objectives of the Advisory Board; and, Due May 31, 2015
- Meeting Minutes Due: quarterly as meetings occur

Cost: \$8,000

Cost to Ecology: \$8,000

Task F4: Selection of Consulting Engineer

Objective: The RECIPIENT will develop a Request for Qualifications (RFQ) for consultant services. The selection process will utilize either State or Tribal procurement procedures. The selection of a consulting engineer will create an opportunity for stakeholders to be involved with the decision making process; ask questions; and consider options during the design process. This effort will serve to achieve more cost-effective results, and is highly adaptive as well as responsive.

The RFQ will describe the history of the project as well as list the criteria required to meet the qualifications of the desired consultant. The criteria will be outlined in the RFQ.

Deliverables:

- RFQ; and
- Copy of contract and the completed budget developed under the guidance of the Advisory Board established in Task F3, above.

Due Date: February 2015

Cost: \$5,500

Cost to Ecology: \$5,500

Task F5: Review 2013 Feasibility Study Alternatives and Develop RFP

Objective: The RECIPIENT will review the alternatives developed during the 2013 Feasibility Study (FS). If needed, updates will be made to any information that would affect the feasibility of a particular alternative.

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Review of 2013 FS alternatives, as well as a preliminary regulatory analysis to locate the Digester at the potential sites, will aid in the selection of an anaerobic digester project based on financial and regulatory feasibility. The preliminary regulatory analysis will serve to eliminate sites that may not be feasible from a regulatory / permitting standpoint. Once the review is complete, the preferred alternative will be presented to the Advisory Board for selection.

- Subtask:**
- a. **Review of 2013 FS Alternatives and Preliminary Regulatory Analysis**
Further evaluation of the alternatives developed during the 2013 Feasibility Study and other options, such as:
 - Food waste as the primary feedstock
 - Alternative mechanisms for utilizing nutrients and nutrient recovery
 - Powering a pelletizer⁶ for chicken manure with natural gas or electricity
 - The market for renewable natural gas
 - Preliminary regulatory analysis
 - b. **Development of an RFP**
The RECIPIENT will develop an RFP to obtain the services of a design engineer.
- Deliverables:**
- Summary report documenting the preferred alternative for design, based on the findings reported to the Advisory Board from review of the 2013 FS;
 - A copy of the RFP

Due Date: May 2015

Cost: \$55,000

Cost to Ecology: \$55,000

Task F6: Design for Digester System and Infrastructure

The RECIPIENT will develop concept at 30 percent, and 60 percent design plans for an Anaerobic Digester system and supporting infrastructure, from the preferred alternative selected from Task F5, above.

- Subtask:**
- a. **Sizing and Development**
This task will determine sizing and development standards for the development of the design plans.
 - b. **Preliminary Technical Specifications**
Preliminary technical specifications will be provided as part of the design plan submittal
- Deliverables:**
- Conceptual Design;
 - 30 Percent Design Plans; and
 - One set of 60 percent design plans sealed (stamped) by an engineer licensed in the State of Washington.
- Due Date:** June 30, 2015
- Cost:** \$300,000
- Cost to Ecology:** \$300,000

⁶ Pelletizer means to make or manufacture pellets

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Task F7: Permitting Requirements

The RECIPIENT will identify permitting requirements for project implementation.

Deliverables: Permit table showing what permits are needed and from what agencies.
Due Date: June 30, 2015
Cost: \$20,000
Cost to Ecology: \$20,000

Task F8: Business Plan Development

The RECIPIENT will develop a business plan for the construction of an Anaerobic Digester system and supporting infrastructure. The business plan will be based on the design plans developed as part of Task F6. The business plan will factor in all of the information gained from the previous seven tasks, including but not limited to:

- information gained and presented to the Advisory Board;
- information gained from the AgSTAR 2014 National Workshop;
- conceptual design information,
- preliminary regulatory analysis,
- the selection of the preferred alternative based on financial and regulatory feasibility,
- the 60 percent design plans.

Deliverables: Copy of draft business plan.
Due Date: June 30, 2015
Cost: \$30,000
Cost to Ecology: \$30,000

Task F9: Final Report

The RECIPIENT will prepare a brief narrative final report detailing the completed project activities during the performance period of this agreement.

Deliverables: Final Report
Due Date: June 30, 2015
Cost: (\$0 (Costs Included in Task F1)
Cost to Ecology: (\$0-Costs included in Task F1)

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Budget: Component F: Anaerobic Digester System and Infrastructure			
Task	Description	Amount	Total
	Ecology Funds		
F1	Project Coordination etc.	\$ 75,000	
F2	AgSTAR 2014 National Workshop	\$ 6,500	
F3	Advisory Board Creation	\$ 8,000	
F4	Selection of Consulting Engineer	\$ 5,500	
F5	Review 2013 FS Alternatives and RFP Dev	\$ 55,000	
F6	Design for Digester System and Infrastructure	\$ 300,000	
F7	Permitting Requirements	\$ 20,000	
F8	Business Plan Development	\$ 30,000	
F9	Final Report	\$ -	
Total Component F Cost			\$ 500,000

Schedule: Component F: Anaerobic Digester and Supporting Infrastructure Project																										
Task	2013							2014							2015											
	J	A	S	O	N	D		J	F	M	A	M	J	J	A	S	O	N	D		J	F	M	A	M	J
F1	x	x	x	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x		x	x	x	x	x	x
F2											x						x									
F3														x	x	x	x	x			x	x	x	x	x	
F4														x	x	x	x	x	x		x	x				
F5														x	x	x	x	x	x		x	x	x	x	x	
F6																							x	x	x	x
F7															x	x	x	x	x							x
F8																										x
F9																										x

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Project Budget

Budget Conditions

1. Prior to the initiation of construction work, the RECIPIENT must obtain all applicable permits. In addition, failure to comply with required permits constitutes a breach of contract, which may result in termination of this agreement.

2. **Project Administration:**

For the administration of this agreement the RECIPIENT must follow the current edition of the Administrative Requirements for RECIPIENTS of ECOLOGY Grants and Loans (Yellow Book). <http://www.ecy.wa.gov/biblio/9118.html>. Please note that this document is being updated. In the event of inconsistency between these documents, unless otherwise provided herein, the inconsistency will be resolved by giving precedence in the following order:

- a) Applicable Federal and State statutes and regulations.
- b) Scope of Work.
- c) Special Terms and Conditions.
- d) Any terms incorporated herein by reference including the "Administrative Requirements for RECIPIENTS of ECOLOGY Grants and Loans."
- e) The General Terms and Conditions.

3. **Invoicing:**

- Grants are awarded on a reimbursable basis. The RECIPIENT initially pays project costs as they incur. Invoicing to ECOLOGY is usually by quarter but not more often than once per month. Upon presentation of an invoice to the RECIPIENT, ECOLOGY's share of the project is reimbursed to the RECIPIENT.
- The RECIPIENT must submit complete backup documents with each invoice including but not limited to all invoiced costs and time sheets - signed and dated by employee and supervisor. The RECIPIENT must keep these expenses in grant files according to budget task for a period of three years after project completion and make them available at any time for inspection by ECOLOGY.
- Expenditures will be monitored by ECOLOGY for compliance with the budget as listed on page 8. When submitting invoices to ECOLOGY, **costs on backup documentation shall be highlighted (or otherwise indicated) to reflect exact costs listed on the C2 Voucher Support Form.** This will avoid time consuming data searches needed to verify costs by ECOLOGY and speed up release of payment. All payment requests must have forms A, B, C (and D if applicable for consultant services), be accompanied by a commensurate progress report, and receive ECOLOGY Project Manager approval before payment can be released.
- Budget deviations are allowed between budget objects (mobilization, equipment, etc) e.g., a grantee may spend less money on one object and more on another, but in no circumstances may the RECIPIENT exceed the total project cost. If the total of all budget deviations exceeds 10 percent of the entire project cost, the ECOLOGY Project Manager may require a written budget redistribution.

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- **NOTE:** For payment requests, the RECIPIENT must use the ECOLOGY forms provided. Otherwise, ECOLOGY will return requests to the RECIPIENT for submittal on the correct forms.
 - Requests for reimbursement must be submitted at least quarterly but not more than once per month by the RECIPIENT on state invoice voucher forms.
 - **Right to Audit:** The RECIPIENT agrees that payment(s) made under this grant shall be subject to reduction for amount charged thereto which are found after audit examination not to constitute allowable costs under this grant. The RECIPIENT shall refund by check payable to ECOLOGY the amount of such reduction of payments under completed or terminated grants.
 - All travel costs shall not exceed State travel rates:
<http://www.ofm.wa.gov/resources/travel.asp>
 - Payment of Invoices is contingent on receipt of viable deliverables as determined by ECOLOGY's Project Manager.
 - The source of funds provided by ECOLOGY are authorized by the 2013 Washington State Legislature, §3069 of the Capital Budget.
4. Expenditure Budget: (for RECIPIENT reporting and ECOLOGY tracking purposes):
- The source of funds provided by ECOLOGY are authorized by the 2013 Washington State Legislature, §3069 of the Capital Budget.

State Floodplain Restoration Proviso Funding: 100% UP TO a maximum: \$4,143,840

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Stillaguamish Fish, Farm, & Flood Management Project Budget		
Task Description		Amount
Component A: Irvine Slough Stormwater Separation Study		
A1	Project Coordination and Management	\$ 30,000
A2	Stakeholder Meetings	\$ 62,000
A3	Data Compilation and Review	\$ 33,000
A4	Stormwater Analyses and Capital Improvement Program	\$ 175,000
	Subtotal	\$ 300,000
Component B: zis a ba Tidal Restoration: 50% Design & Permits		
B1	Project Coordination, Management and Meetings	\$ 23,200
B2	Survey (60% design)	\$ 32,340
B3	Easement and Boundary Line Formalization	\$ 4,941
B4	Geotechnical Design (60%)	\$ 19,758
B5	Civil Design 60%)	\$ 65,696
B6	Preliminary Permit Application Preparation	\$ 54,065
B7	Final Report	
	Subtotal	\$ 200,000
Component C: Ellingsen Prop- Dike Setback Feasibility Analysis		
C1	Project Coordination, Management and Administration	\$ 25,000
C2	Alternative Dike Assessment and Configuration	\$ 180,000
C3	Comprehensive Plan and Zoning Review	\$ 10,000
C4	Geomorphic River Assessment	\$ 50,000
C5	Flood Impact Review	\$ 10,000
C6	Alternative Farming Operations	\$ 25,000
C7	Final Report	\$ -
	Subtotal	\$ 300,000
Component D: Gold Basin Landslide Habitat Restoration		
D1	Project Coordination and Administration	\$ 100,000
D2	NEPA Compliance and Permitting Documentation	\$ 200,000
D3	Engineering Design Services	\$ 200,000
D4	Material Acquisition	\$ 1,000,000
D5	Construction	\$ 1,143,840
D6	Final Report	\$ -
	Subtotal	\$ 2,643,840

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Budget continued from page 43

Stillaguamish Fish, Farm, & Flood Management Project Budget		
Task	Description	Amount
Component E: DD Improvement District #7: Levee Rehab Proj.		
E1	Project Coordination, Management and Administration	\$ 15,000
E2	Cultural Resource Study	\$ 20,000
E3	Geotechnical Study of Project Area	\$ 55,000
E4	Topographic Survey	\$ 16,000
E5	90% Design Plans	\$ 35,000
E6	100% Design Plans	\$ 15,000
E7	Permit Application Filing Fees	\$ 12,000
E8	Sea Dike Vegetation Management	\$ 2,000
E9	Culvert Repair	\$ 15,000
E10	Minor Repairs to Existing Sea Dike	\$ 5,000
E11	Construct Access Ramp	\$ 10,000
Subtotal		\$ 200,000
Component F: Anaerobic Digester /Floodplain Sys. Infrastructure		
F1	Project Coordination, etc.	\$ 75,000
F2	AgSTAR 2014 National Workshop	\$ 6,500
F3	Advisory Board Creation	\$ 8,000
F4	Selection of Consulting Engineer	\$ 5,500
F5	Review 2013 FS Alternatives and RFP Development	\$ 55,000
F6	Design for Digester System and Infrastructure	\$ 300,000
F7	Permitting Requirements	\$ 20,000
F8	Business Plan Development	\$ 30,000
F9	Final Report	\$ -
Subtotal		\$ 500,000
Total Project Costs		\$ 4,143,840

Special Terms and Conditions

AGREEMENT PROVISIONS

1. **Compliance with all Laws:** The RECIPIENT shall comply fully with all applicable federal, state and local laws, orders, regulations and permits.
2. **Restrictions on Lobbying:** The RECIPIENT of this agreement is prohibited from using funds provided by this agreement for lobbying purposes in accordance with the "Administrative Requirements for RECIPIENTS of ECOLOGY Grants and Loans", Publication No. 91-18, current edition, Part III, Section G.
3. **Local Decision:** This grant is made in response to a request for financial assistance from the RECIPIENT to undertake an Integrated Floodplain Restoration project. The choice of floodplain management activities addressed by this grant is a local decision made solely by the RECIPIENT. The RECIPIENT is not acting as an agent of the State.
4. **Lawsuits:** ECOLOGY shall not be responsible for any non-contractual damage or inverse condemnation claims resulting from the structures or works constructed, repaired, restored, maintained, or improved pursuant to this grant.
5. **Indemnification, Hold Harmless and Duty to Defend**
 - a. ECOLOGY shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the scope of work.
 - b. This paragraph applies to negligence based claims only. All other claims are governed by paragraph 4 of this section. To the extent the constitution and laws of the State of Washington permit, RECIPIENT shall indemnify, defend and hold harmless the State, its agencies, officers and employees, from all claims, suits or actions brought for any or all injuries to persons or property arising from, or as a consequence of, negligent acts or omissions related to the construction, restoration, repair, maintenance, improvement or operation of the structures or works for which this grant is provided. If the structures or works for which this grant is received are a portion of an integrated flood protection system, RECIPIENT agrees to indemnify, defend and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; PROVIDED, however, that this provision is not intended to and shall not be construed as a waiver by RECIPIENT of any immunities conferred upon the RECIPIENT by RCW 86.13.037 nor is it intended to, and it shall not be construed to, confer any rights upon third parties.

The RECIPIENT will not be required to indemnify, defend, or save harmless the State, its agencies, officers or employees as provided in the preceding paragraph of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the State. Where such claims, suits, or actions result from the concurrent negligence of (a) the State, or the State's agents or employees and (b) the RECIPIENT or the RECIPIENT's agents or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable

only to the extent of the RECIPIENT's negligence or the negligence of its agents and employees.

- c. To the extent that the constitution and laws of the State of Washington permit, RECIPIENT shall indemnify and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the continued operation, maintenance, or repair of the structures or works constructed, restored, repaired, maintained or improved as a result of this grant. If the structures or works for which this grant is received are portions of an integrated flood protection system, RECIPIENT agrees to indemnify, defend and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; PROVIDED, however, that the indemnity provisions of this paragraph are not intended to and shall not be construed as a waiver by RECIPIENT of any immunities conferred upon the RECIPIENT by RCW 86.13.037 nor are they intended to, and they shall not be construed to, confer any rights upon third parties. This agreement applies to all non-negligent, non-contractually based claims including, but not limited to, inverse condemnation, contribution, indemnification, trespass and/or nuisance.
6. **Responsibilities of the Project Manager:** The RECIPIENT's Project Manager shall be responsible for the procedural obligations under this agreement in addition to his/her duty to coordinate the project hereunder. He/She shall cooperate with all parties concerned in every way possible to promote successful completion of the services described in the Scope of Work.
7. **Environmental Standards**
 - a. RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
 - b. RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
 - c. RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 3004 (ECOLOGY Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.
8. **Quarterly Reporting:** Quarterly Reports are contingent on the start date of the agreement. For timely preparation and review, quarterly reports shall convey essential

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information in a simple, concise manner through the use of bulleted summary statements, lists, and tables and include the following:

- a. A comparison of actual accomplishments to the objectives established for the reporting period including a description of issues on fisheries resources.
- b. For any work related to GIS, designate data standard utilized and associated data documentation.
- c. Status of project schedule.
- d. Personnel changes.
- e. Any difficulties encountered during the quarter.
- f. Environmental benefits being achieved by the project.

Note: A quarterly progress report is required for each quarter of this agreement. If no work was conducted in that quarter, state that and submit the report.

Reporting Periods

Progress Report	Reporting Period	Date Due
First Quarter (Year 1)	August 1 – September 30	October 30
Second Quarter	October 1 – December 31	January 30
Third Quarter (Year 2)	January 1 – March 31	April 30
Fourth Quarter	April 1 – June 30	July 30
First Quarter	July 1 – September 30	October 30
Second Quarter	October 1- December 31	January 30
Third Quarter (Year 3)	January 1 – March 31	April 30
Fourth Quarter	April 1 – June 30	July 30

For Report Contents and ECOLOGY's form: Please visit our website at:
<http://www.ecy.wa.gov/programs/sea/grants/flooddamageprevention>

9. **Identification of Project Materials:** All reports, maps, and other documents published as part of this grant agreement shall carry the name of the RECIPIENT, ECOLOGY's grant number (in the upper right hand corner), title, the specific task number of the product and date centered on the front cover or title page (or in the case of maps, the block which contains the name of the Government unit or Department).
10. **Format for Publications and Brochures:** Any (hard copy) publications or brochures required as a product of this agreement shall conform to minimum standards of size, 8-1/2" x 11" white, recycled paper equivalent in weight to 30 lb. bond, single spaced, printed both sides, no less than 1" margins. Photos, illustrations, and graphs must be of reproducible quality. Any publications or brochures intended for public distribution shall comply with graphic requirements as specified in ECOLOGY's "Publications Handbook", publication number 95-703 and any additional specifications as may be outlined in the Scope of Work.
11. **Amendments and Modifications:** This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

12. **Minority And Women's Business (MWBE) Participation:** The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize ECOLOGY'S goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6%WBE
Architecture/Engineering	10% MBE	6%WBE
Purchased Goods	8% MBE	4%WBE
Purchased Services	10% MBE	4%WBE
Professional Services	10% MBE	4%WBE

Meeting these goals is *voluntary* and no contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- a. Include qualified minority and women's businesses on solicitation lists.
- b. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

By signing this Agreement, the RECIPIENT certifies that the above steps were, or will be followed. Any contractor engaged by the RECIPIENT under this agreement shall be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to ECOLOGY at the time of submitting each invoice, on forms provided by ECOLOGY, payments made to qualified firms. The report will address:

- a. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
 - b. The total dollar amount paid to qualified firms under this invoice.
13. **Right to Audit:** The RECIPIENT agrees that payment(s) made under this grant shall be subject to reduction for amount charged thereto which are found after audit examination not to constitute allowable costs under this grant. The RECIPIENT shall refund by check

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payable to ECOLOGY the amount of such reduction of payments under completed or terminated grants.

14. **Grant Closeout:** The end date for this project is June 30, 2015. A grace period of 45⁷ days for all deliverables and invoice vouchers is allowed as stipulated in the scope of work or by the State Office of Financial Management (OFM) through ECOLOGY's Fiscal Office.
15. **All Writings Contained Herein:** This agreement, the appended "General Terms and Conditions", and the Department's current edition of "Administrative Requirements for RECIPIENTS of ECOLOGY Grants and Loans" contain the entire understanding between the parties, and there are no other understandings or representations except those set forth or incorporated by reference herein. No subsequent modification(s) or amendments to this agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement.

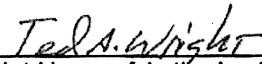
IN WITNESS WHEREOF, the parties hereby sign this Grant Agreement:

State of Washington
Department of Ecology

Stillaguamish Tribe of Indians

 7/23/14
Gordon White Date
Program Manager
Shorelands and Environmental
Assistance Program

 7/9/14
Signature, Authorized Official Date


Print Name of Authorized Official


Title of Authorized Official

Approved as to form only by
The Assistant Attorney General

(Note: Insert additional signature blocks(s) and/or
pages if more than one signature block is required)

⁷ In the event the agreement ends at June 30, at the end of the State biennium, the RECIPIENT will be required to submit both payment request and all deliverables by July 18 or the date as decided by the ECOLOGY Fiscal Office.

Attachment 1: General Terms And Conditions

Pertaining To Grant And Loan Agreements Of The Department Of ECOLOGY

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit RECIPIENTS), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for RECIPIENTS of ECOLOGY Grants and Loans", Part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

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2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become DEPARTMENT property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

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3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for RECIPIENTS of ECOLOGY Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in

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which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for RECIPIENTS of ECOLOGY Grants and Loans"; and (e) the General Terms and Conditions.

W. FUNDING AVAILABILITY

The DEPARTMENT's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT, at its sole discretion, may elect to terminate the agreement, in whole or part, or to renegotiate the agreement subject to new funding limitations and conditions. The DEPARTMENT may also elect to suspend performance of the agreement until the DEPARTMENT determines the funding insufficiency is resolved. The DEPARTMENT may exercise any of these options with no notification restrictions.

SS-010 Rev. 04/04

MODIFIED 12/13